



Master Agreement

covering

Carpenters

in the State of Hawaii

Effective September 1, 2007 to and including August 31, 2012



EXHIBIT A

MASTER AGREEMENT COVERING CARPENTERS IN THE STATE OF HAWAII
Scheduled Wage and Benefit Increases

	Present	Effective 9/3/07	Effective 9/1/08	Effective 8/31/09	Effective 8/30/10	Effective 8/29/11	TOTAL INCREASES
INCREASE		1.75	1.75	1.75	1.75	2.00	
Wage Rate (Journeyman)	\$33.95	(+1.00) 34.95	(+1.25) 36.20	(+1.25) 37.45	(+1.25) 38.70	(+1.25) 39.95	(+6.00)
Health and Welfare	5.57	(+.15) 5.72	(+.20) 5.92	(+.20) 6.12	(+.20) 6.32	(+.25) 6.57	(+1.00)
Future Retiree Medical	.88	.88	.88	.88	.88	.88	
Financial Security Fund	4.20	(+.20) 4.40	(+.30) 4.70	4.70	4.70	4.70	(+.50)
401(k)	1.50	1.50	1.50	1.50	1.50	1.50	
Vacation and Holiday Fund	5.00	(+.25) 5.25	5.25	5.25	5.25	5.25	(+.25)
Vacation Fund Admin Fee	.05	.05	.05	.05	.05	.05	
Apprenticeship and Training	.81	(-.10) .71	.71	.71	.71	.71	(-.10)
Market Recovery Program	.53	(+.25) .78	.78	.78	.78	.78	(+.25)
Carpenters International Training Fund	.04	.04	.04	.04	.04	.04	
Carpenters Labor Management Education and Development Fund	.02	.02	.02	.02	.02	.02	
WAGE/FRINGE OPTION	---	---	---	.30	.30	.50	(+1.10)
TOTAL WAGES	\$52.55	(+1.75) \$54.30	(+1.75) \$56.05	(+1.75) \$57.80	(+1.75) \$59.55	(+2.00) \$61.55	(+9.00) \$61.55

MASTER AGREEMENT

MASTER AGREEMENT COVERING
CARPENTERS IN THE STATE OF HAWAII

by and between

UNITED BROTHERHOOD OF CARPENTERS AND
JOINERS OF AMERICA, LOCAL 745

and the

GENERAL CONTRACTORS LABOR ASSOCIATION

and the

BUILDING INDUSTRY LABOR ASSOCIATION OF HAWAII

and

ANY PERSON, FIRM, CORPORATION OR OTHER ENTITY
THAT, PURSUANT TO THE PROVISIONS OF SECTION 3.3(a)
HEREOF, BECOME SIGNATORY HERETO

Effective September 1, 2007 to and including August 31, 2012

TABLE OF CONTENTS

Section Number and Title	Page	Section Number and Title	Page
1 DURATION	4	Vacation and Holiday Fund	14
2 COVERAGE	4	Apprenticeship and Training Fund	14
Prefabrication	4	Hawaii Carpenters Financial Security Fund	14
Classifications	4	Hawaii Carpenters' Market Recovery Program	14
Understanding On Jurisdiction	6	Trust Documents	14
3 RECOGNITION	7	Contractor Payments	15
Recognition of Union	7	15 OTHER FUNDS	16
Recognition of Association	7	Hawaii Construction Industry Improvement Program	16
Additional Contractor Signatories	7	Administration Fee Covering The Negotiation And Administration Of The Collective Bargaining Agreement	16
4 MUTUAL OBLIGATIONS AND RESPONSIBILITIES	7	16 WORKING RULES	17
5 UNION SECURITY	7	Ratio of Journeymen To Foremen/ Working Foremen	17
6 AUTHORIZED DEDUCTIONS	7	Drinking Water	17
7 NO STRIKE OR LOCKOUT	8	Tools	17
8 DISCIPLINE OR DISCHARGE	9	Safety and Protective Devices	17
9 APPRENTICESHIP AND TRAINING	9	Personal Automobile	18
Joint Apprenticeship Committee	9	No Piece Work, Contract Work, or Moonlighting	18
Ratio of Apprentices to Journeymen	9	17 TRANSPORTATION	18
Supplementary Apprentice Employment Procedure	9	Transportation	18
10 WAGES	9	Bad Road Transportation	19
Wage Schedule	9	18 PARKING EXPENSES	19
Payment of Wages	9	19 SUBSISTENCE AND TRAVEL	19
Work on Pacific Ocean Islands Outside the State of Hawaii	9	Subsistence And Travel	19
Height Pay	10	Application Of Subsistence To Bonafide Residents Of Neighbor Islands Who Are Required By The Contractor To Live Away From Home On The Same Island	20
11 HOURS AND OVERTIME	10	20 ACCESS TO COMPANY PREMISES	21
Workweek	10	21 UNION STEWARD	21
Workday	11	22 STATE JOINT BOARD	21
Overtime	11	Appointment Of Representatives	21
Meal Period	11	Scope and Authority	21
Show-Up Time	12	Rules of Procedures	22
Shift Work	12	Quorum	22
Night Work	12	Voting	22
Wages On Day Of Injury	12	Right Of Board	22
Emergency Call-Out	13	Revenue And Expenses	22
Listing Material	13	Matter Involving Non-Association Contractor Signatory To This Agreement	22
12 TEMPORARY TRANSFER	13	Limitation of Liability	22
13 HOLIDAYS	13	23 GRIEVANCE PROCEDURE AND ARBITRATION	22
Holidays	13	General Provisions	22
Holidays Falling On Saturday or Sunday	13	Grievance Procedure	23
"Switching" And/Or Substitution Of Any Holidays	13	Grievances Subject To An Expedited Hearing ...	24
14 EMPLOYEE BENEFITS AND CONTRACTOR PAYMENTS	13		
General Provisions	13		
Health and Welfare	14		
Pension Fund	14		

Section Number and Title	Page
24 JURISDICTIONAL DISPUTES	24
25 SUBCONTRACTORS	25
Subcontracting of Work Covered Under This Agreement	25
Subcontracting Of Operating Engineers' Work As Covered Under The Master Agreement Covering Operating Engineers In The State Of Hawaii Between GCLA and BILA and Operating Engineers Local No. 3	25
26 HIRING AND REFERRAL PROCEDURE	25
Notification	25
Referral Lists	25
Referral and Hiring Procedure	26
27 PRE-JOB CONFERENCE	27
28 SUCCESSORS CLAUSE	27
29 GENERAL SAVING CLAUSE	27
30 MOST FAVORED NATION CLAUSE	28
31 MODIFICATION OF AGREEMENT	28
32 REPRESENTATIONS	28

EXHIBITS	Page
Exhibit "A" Classification and Minimum Hourly Wage Schedule	29
Exhibit "A-1" Trust Fund Contribution Rates	30
Exhibit "A-2" Apprentice Diving and Davis-Bacon Rates	31
Exhibit "B" Assignment of Wages to Cover Union Initiation Fees and Working Dues	35
Exhibit "B-1" Assignment of Wages to Cover Union Monthly Dues	36
Exhibit "C" Assignment of Wages for Credit Union Payments	37
Exhibit "D" Confirmation of Hiring Slip	38
Exhibit "E" Notice of Quits, Layoffs, and/or Terminations	39
Exhibit "F" Physical Qualification Questionnaire	40
Exhibit "G" Supplementary Apprentice Employment Procedures	41
Exhibit "H" Project Notification and/or Notification of Subcontractors	42
Exhibit "I" Notification Regarding "Davis-Bacon" Project	43
Exhibit "J" Certification Receipt and Acceptance of Master Agreement Covering the Carpenters in the State of Hawaii and Declaration of Trust Agreements Appurtenant Thereto	45
Addendum I Agreement Covering Drugs and Other Controlled Substances on Construction Job Sites in the State of Hawaii	46
Addendum II Subcommittees	57
Addendum III Residential Market Recovery Program	58
LETTER OF UNDERSTANDING	59

**MASTER AGREEMENT COVERING
CARPENTERS IN THE STATE OF HAWAII**

The Contractors acknowledge that the Union has presented satisfactory proof of representation of the employees of Contractors covered under this Master Agreement.

NOW, THEREFORE:

THIS AGREEMENT is made and entered into by and between:

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, LOCAL 745

(hereinafter referred to as the "Union")

AND THE

GENERAL CONTRACTORS LABOR ASSOCIATION

AND THE

BUILDING INDUSTRY LABOR ASSOCIATION OF HAWAII

(each of whom is hereinafter referred to as the "Association")

AND

for and on behalf of those persons, firms, or corporations or other entities who are or who become members of either of the above-listed Associations and who authorize said Association to represent them with respect to employees covered by this Agreement

(each such member being hereinafter referred to as "Contractor")

AND

ANY OTHER PERSON, FIRM, CORPORATION OR OTHER ENTITY THAT, PURSUANT TO THE PROVISIONS OF SECTION 3.3(a) HEREOF, BECOME SIGNATORY HERETO

(each such signatory also being hereinafter referred to as "Contractor")

SECTION 1. DURATION

1.1 This Agreement shall be binding upon the respective parties effective September 1, 2007, to and including August 31, 2012, and shall be considered as renewed from year to year thereafter unless either party hereto shall give written notice to the other of its desire to modify, amend, or terminate the same.

1.2 Any such notice must be given by the parties desiring to modify, amend, or terminate the Agreement, at least one hundred eighty (180) calendar days prior to the expiration date, but not more than two hundred ten (210) calendar days prior to the expiration date. In the event such notice is given, and only in such event, negotiations for a new agreement shall commence as soon as possible. If such notice is not given, the Agreement will be deemed to automatically renew for the succeeding year.

SECTION 2. COVERAGE

2.1 The employees covered by this Agreement are those employees of the Contractor employed in the State of Hawaii in the classifications set forth in this section and the classification and hourly wage schedule which is attached hereto as Exhibit "A" and made a part hereto. Contractors

shall assign work covered by this Agreement to bargaining unit employees. Subsequent to the effective date of this Agreement, if the Contractors sign any collective bargaining agreement with any other labor organization that gives away any of the work covered by this Agreement, the parties agree that this Agreement shall take precedence over any such collective bargaining agreement.

2.2 The following classifications and employees are specifically excluded from coverage under this Agreement: Field and office clerical employees, confidential employees, professional employees, engineering personnel, draftsmen, estimators, timekeepers, watchmen, supervisors as defined in the National Labor Relations Act, as amended, and all other employees of the Contractor.

2.3 Transit and/or layout work will normally be done by supervisory, professional, and/or engineering personnel. In the event the Contractor assigns transit and/or layout work for a building to an hourly rate employee, such work shall be assigned to an employee covered by this Agreement.

2.4 This Agreement shall not cover any work outside the jurisdiction of the Union as a result of any Agreement between the United Brotherhood and any other International Union, or as a result of a decision by the International Presidents involved on the jurisdictional dispute.

2.5 The Contractor shall notify the Union (on a standard form) regarding the location, size and start/completion date of each project more than \$100,000 in value but less than \$1,000,000 in value.

2.6 **Prefabrication.** The Parties agree that the prohibition on pre-fabricated materials shall be waived in bona fide situations where the Contractors are bidding against non-union Contractors who have access to pre-fabricated products and such products would make the unionized Contractor non-competitive and in danger of losing the bid. Requests for this waiver shall be processed and approved by the Pacific Resource Partnership. Waivers under this paragraph shall be exempt from the provisions of Section 30. Most Favored Nation Clause.

2.7 Classifications

FORM CARPENTER—Makes, sets and strips forms used in concrete work. Prefabs or constructs and erects all built-up forms (regardless of height) for footings, foundations and/or slab edges of houses, buildings, structures of all descriptions, whether made of wood, metal, plastic, foam, or any other type of material; fabricates or erects forms for walls, columns, beams, floors, decking and other structural parts of houses, building, or any structure, and strips/dismantles forms to be re-used. Fabricates, erects, and dismantles all falsework. Where power is used for setting or dismantling of forms or any other material erected by Carpenters, all handling and signaling shall be done by Carpenters.

With respect to foam, notwithstanding any attempt to characterize it as a "block", the parties explicitly understand and agree that it is a form with the exception of foam blocks which replace masonry blocks (no larger than 8"x12"x16"). The ratio of journeyman/apprentice will be 1 to 2.

The fabricating and/or setting of all templates including anchor bolts necessary for structural members or machinery and the placing and/or leveling of these bolts is included.

All framing in connection with the setting of metal forms. The setting of all forms, centers and bulkheads, the fabrication and setting of screeds and stakes for concrete and mastic floors where the screed is notched or fitted or made up of more than one member. All welding incidental to carpentry.

All handling, signaling in the air, receiving, placing, tack welding, bolting, setting, plumbing, aligning, and securing of all pre-cast, prestressed, and post-stressed concrete work. The installation and erection of Pre-Cast beams, planks and walls. (Excludes pre-cast boxes, pre-cast work provided by suppliers (e.g. Ameron) and pile cutting.)

The operation of slip forms, jump forms or lift slab machinery whether operated manually or operated mechanically by portable operating devices, used to handle material to be installed or erected by members of the United Brotherhood of Carpenters and Joiners of America and all tagging (tagline used as temporary braces) and signaling incidental to the trade.

The erecting of wood cooling towers and wood tanks.

Installation of wood safety rails on high rise buildings (including metal stanchions). (Does not cover safety cables on buildings or guardrails on roads.)

FRAMER/ROUGH CARPENTER—Layout, cutting, framing, joisting, sheathing, stacking, siding, exterior finish (does not include EFS, GRFC or similar products) and pick-up work in the erecting of structural parts of a house, building, or structure made of wood or any substitute such as plastics, metal or composition materials; this includes and is not limited to walls, floors, roofs, ceilings and partitions; the layout, cutting, assembling and erecting of rough stair carriages and platforms. Installs all prefabricated window frames and strip jalousies.

The laying out of all work and operation of all tools and equipment for cutting, handling, assembling, fabrication of all prefabricated structural members whether done at the jobsite, or a compound. (NOTE: Does not cover cabinet shops or truss manufacturing plant.)

Erects metal "sprung structures" type of buildings. Fabricates, assembles and erects and/or installs metal framing/studs/walls (sixteen gauge or lighter). Installs "totan" metal corrugated roofing. (Does not include metal decking or structural steel.)

The installation of all moldings and trims made of wood, plastic or composition material.

FINISH CARPENTER—The jobsite fabrication and/or installation of all interior finish work. The jobsite fabrication, setting, hanging and/or installation of wood, metal, plastic and composition doors, sash, jambs, bucks, casings, windows and other frames, mouldings, chair rails, mantels, base or mop boards, wainscoting, furniture (headboards and other screwed down items), modular furniture, vanities, countertops, solid surface material including but not limited to Avonite, Corian, Gibraltar, Hi-Macs, Staron, Surell, Fountainhead and Swan Stone and similar materials (except where metal, stone or tile), wardrobes, frame-

work, partitions and trim materials for bathrooms made of wood, metal or plastics or composition materials; stocking, handling and installation of all hardware; installation of all prefinished wall paneling (does not include pre-finished metal panels), mirror closet and other doors and other prefinished components; installation of bowling alleys and exhibits and displays.

Where contractors have from time to time installed cultured marble countertops with their own work force and have assigned such work to their carpenters, such practice shall be allowed to continue. Contractors shall be free to continue to subcontract such work on a project by project basis.

The erection of wooden fencing. The erection of plastic/vinyl fencing. All composite crews performing plastic/vinyl fencing will consist of at least fifty percent (50%) Carpenters.

The assembling and setting of all seats, regardless of materials, in theaters, halls, churches, schools, banks, stadiums, and open-air theaters and other buildings.

The assembling and/or installation of all bleachers (regardless of material) and athletic equipment used in institutional facilities and gymnasiums. Does not apply to supply and install contracts. In the event that the Contractor does not put said work out to bid then said work must be assigned to a Contractor signatory to the Carpenters Union. If the Contractor puts the work out for bid and the Contractor receives two (2) or more responsive bids from signatory Specialty Contractors that are domiciled on the same island, then the Contractor shall award the work to one of the two (2) signatory bidders. If such two (2) bids are not received, the Contractor shall be free to award the work to any bidder.

The installation of wood, plastic or metal awnings, door shelters, and marquees. The fabrication/installation/erection of raised/elevated floors.

Building and erecting stairs, shelving, racks whether of wood or other materials; making and fitting of wood screens; putting on weather strips and caulking. The installation of laboratory equipment including cabinets and workbenches, bookcases, blackboards, bulletin boards, bill boards, meter-boards and boards of all types.

The laying out and jobsite manufacturing, either by hand or machine, all easements and casements, newal posts, stringers, risers, treads, wainscoting or panel work for stairs; the making of moulding for stairs; the erecting of the stairs complete, including the furring, both of sides and underneath same; working and erecting of all hand rails and balusters. (NOTE: Does not cover metal stairs in high rise buildings.)

GARAGE DOOR INSTALLERS—Installs all types of garage doors and overhead doors whether they be manual or automatic, sliding, swinging or overhead, including but not limited to setting the tracks and/or runners, assembling the panels, installing of all hardware, and installing and hooking-up the motor when called for; adjusting, testing, repair and maintenance. In the event that the Contractor does not put said work out to bid then said work must be assigned to a Contractor signatory to the Carpenters Union. If the work is on the neighbor islands, the Contractor puts the work out for bid and the Contractor

receives two (2) or more responsive bids from signatory Specialty Contractors that are domiciled on the same island, then the Contractor shall award the work to one of the two (2) signatory bidders. If such two (2) bids are not received, the Contractor shall be free to award the work to any bidder.

MILLWRIGHT AND MACHINE ERECTORS—shall mean the dismantling, aligning, erecting, assembling, repairing, maintenance, and adjusting of all permanent machinery and equipment installed in buildings, factories, structures, processing areas either under cover, under ground or elsewhere required to process material, handle, manufacture or servicing.

POWER SAW OPERATOR (2 h.p. and over)—handles any powered saw 2 horse power or more. Makes his own cut list or takes a cut list from others and cuts material to size.

HARDWOOD FLOOR LAYER—shall cover the laying and finishing of all hardwood floors, the installation of all accessories related to the laying, scrapping and sanding either by hand or machine, all wood, wood block and wood composition.

WOOD SHINGLER—Applies wood shingles and/or shakes to roofs and /or walls of a structure.

SCAFFOLD ERECTOR (14 ft. and over, from ground up)—handles, erects and dismantles scaffolds. When over 14 feet in height, erection will be from ground/base/floor up. When used for shoring it will be done by Carpenters regardless of height.

PNEUMATIC NAILER—handles tools used for nailing, powered by compressed air or gas.

PILEDRIVER/SHEETPILER/CAISSON DRILLER—handles the drilling, driving, and/or placement of piles for any type of structure irrespective of material composition of pile(s). All carpentry (piledriver) type of work connected with the construction of any pier, wharf, dock, cofferdam or structural foundation. Piledriving includes the complete construction of all templates (temporary or permanent) including welding. The operation of all piledriving hammers, extractor, or other type power pack if controlled remotely from the crane operator (the crane operator and assistants to the engineer are not included in this classification). All piledriving and/or carpentry work performed on a stationary or floating barge with the exception of barge winch, crane operators and assistants to the engineer. The installation of interlocking contiguous or parallel sheet pile walls (not meant to include either skip sheet or wood plank trench shoring).

TRANSIT and/or LAYOUT MAN—works off of surveyors' established points and elevations, lays out the location of the building to be built and establishes control lines to layout the building. Does the building layout as well as the interior layout with or without the use of a transit or other instruments. Also gives elevation lines.

DIVERS/UNDERWATER CONSTRUCTION WORKERS—handles all diving incidental to CARPENTERS/PILEDRIVERS/SHEETPILERS/CAISSON DRILLER work. (Does not cover undersea cables, pipes or outfalls, force mains and dredging).

WELDERS—handles all welding incidental to Carpenters work.

Installs and welds liner tech plastic or other types of waterproofing of tanks, buildings, and walls where attached to form work.

ALLIED WORKERS—handles erection and dismantling of wood or wood substitute protective barriers (exterior site barricades and primary encapsulating barricades that do not touch any asbestos) connected with the removal, abatement or demolition of asbestos containing material ("ACM") and/or other hazardous materials.

ACOUSTIC AND DRYWALL APPLICATOR; INSULATORS—shall perform all work in connection with the installation, erection and/or application of all materials and component parts of walls, partitions, floors, ceilings and roofs, regardless of their material composition or method or manner of their installation, attachment, or connection, including but not limited to all types of light iron and metal furring, runners and studs; gypsum dry-wall materials and laminated gypsum systems; fireproofing, sound and thermal insulation materials; fixture attachments; and all layout work incidental to the trade.

No limitation shall be placed on the work covered by reason of the surface or texture or purpose for which the materials described herein are used, designed or intended. All distribution and handling of materials on the jobsite from the building or floor stock pile or individual rooms in the case of a high rise.

LATHERS—shall perform the erecting, constructing, installing and completing of all light iron construction including but not limited to all carrying bars, purlins and furring, regardless of size; all light iron and metal furring and studs of all descriptions; all types of lath, regardless of size and composition—wood, wire, metal, plaster board or any other material which takes the place of the same, erected for the purpose of holding plaster, cement, concrete or any other plastic or acoustical material. All distribution and handling of materials on the jobsite from the building or floor stock pile or individual rooms in the case of a high rise.

2.8 Understanding On Jurisdiction

- (a) All stocking, handling, distribution, rigging, scrapping, and cleanup of all materials utilized in connection with work performed by employees as classified in this Section 2, shall be performed by employees covered by this Agreement. However, the parties agree to allow the use of composite crews, laborers, or carpenters, in accordance with the contractors' or their subcontractors' past practices.
- (b) The Contractors commit that they will not pressure in any way subcontractors signatory to the Carpenters Union to become signatory with other trades for the performance of work covered by this Agreement. Contractors will not back charge a subcontractor signatory to the Carpenters Union for any work which it performs with its own force as a result of any jurisdictional dispute over work covered by this Agreement and work claimed by any other trade or union.
- (c) The above classifications of work shall be in compliance with any jurisdictional agreements between international unions. Whenever the work in question can be claimed by more than one craft or the work required would result in inefficient situations, the

parties shall attempt to establish composite crews. It is also understood that covered work only pertains to that work set forth in this Agreement whose assignment is in control of the Contractor and which will be performed by employees or subcontractors of the Contractor.

SECTION 3. RECOGNITION

3.1 Recognition of Union. The Association and each Contractor covered hereby recognizes the Union as the exclusive collective bargaining representative of all employees covered by this Agreement for purposes of collective bargaining regarding rates of pay, wages, hours of employment, or other conditions of employment. The Employer agrees to consult the Union at least ten (10) calendar days prior to implementing any changes in personnel policies, practices or other matters affecting working conditions. In the event the Union alleges that any such change violates the provisions of this Section, or is in any way inconsistent with the terms and conditions of this Agreement, it shall have the right to process a grievance under the provisions of Section 23.

3.2 Recognition of Association

- (a) The Union recognizes the Association as the sole and exclusive collective bargaining representative of its members who have authorized the Association to represent them with respect to employees covered by this Agreement.
- (b) A list of Contractors who have so authorized the Association to represent them with respect to employees covered by this Agreement has been furnished to the Union. The Association agrees to immediately notify the Union in writing whenever any such authorizations are cancelled or any new authorizations have been executed.
- (c) This Agreement shall be binding upon each Contractor who has so authorized the Association to represent said Contractor with the same force and effect as if the Agreement were entered into by each such Contractor individually. Said Contractor shall be and shall continue to remain liable under this Agreement for and during its entire term irrespective of whether such Contractor shall resign from the Association or otherwise cancel the aforementioned authorization prior to the expiration of this Agreement and such liability shall be deemed to have survived said resignation or cancellation and shall remain in force for and during the remaining term of this Agreement.
- (d) Each Contractor who has authorized the Association to represent said Contractor with respect to employees covered by this Agreement shall confirm such Contractor's coverage under this Agreement by signature of the "Certification Of Receipt and Acceptance" Form, a copy of which is attached hereto as Exhibit "J" and made a part hereof.

3.3 Additional Contractor Signatories. Any person, firm, corporation, or other entity who, as of the execution date of this Agreement, has not authorized the Association to represent said Contractor with respect to employees covered by this Agreement, shall become a Contractor covered by this Agreement by either:

- (a) signature and Union counter-signature of the "Certification Of Receipt and Acceptance" Form, a copy of which is attached hereto as Exhibit "J" and made a part hereof, OR
- (b) by becoming a member of the Association and authorizing the Association to represent said Contractor with respect to employees covered by this Agreement, in which case, such Contractor shall also sign the aforesaid "Certification of Receipt and Acceptance" Form.

SECTION 4. MUTUAL OBLIGATIONS AND RESPONSIBILITIES

4.1 By ratification of this Agreement, the Contractor guarantees that said Contractor will pay specified wage rates, make certain contributions toward employee benefits, and provide certain terms and conditions in return for the services and labor of employees covered hereby.

4.2 In consideration of the above, employees covered by this Agreement have a definite obligation and responsibility to better their efficiency, to upgrade their skills and to perform a full eight (8) hours of productive work each and every workday.

4.3 In line with this, the Union and the Association hereby commit themselves to cooperate with one another in the development of ways, means and programs that will make for a more efficient, productive and responsible work force. The Contractor affirms its duty to maintain a safe work place for employees and the Union commits to encourage its members to follow proper safety practices.

4.4 It is the desire of the Union and the Contractor to maintain harmonious working relationship between themselves and to cooperate to the extent possible in attempting to resolve mutual problems that face Hawaii's Construction Industry.

SECTION 5. UNION SECURITY

5.1 Each employee covered by this Agreement shall, as a condition of continued employment, become a member of the Union not later than the eighth day following the date of their employment or the execution date of this Agreement, whichever is later, and the employee shall thereafter maintain such membership in good standing by continuing to tender dues to the Union for the duration of this Agreement.

5.2 The Union agrees to consider for membership all present and future employees who apply for membership. If an applicant is denied membership by the Union, he/she shall not be required to comply with the provisions of this Section.

5.3 Upon written notice from the Union of failure on the part of any individual to complete membership in the Union as required above, or of failure to continue payment of dues to the Union, the Contractor shall, within five (5) days of such notice, discharge said employee.

SECTION 6. AUTHORIZED DEDUCTIONS

6.1 If an employee signs proper authorization forms (sample copies of which are attached hereto as Exhibits "B," "B-1," and "C,") the Contractor shall deduct from the

wages of said employee all Union dues (monthly and per-hour, i.e., "working" dues), Union initiation fees, Union assessments, and Carpenters' Federal Credit Union payments which are due from said employee.

6.2 In requesting deductions for "assessments," the Union shall restrict such request to assessments assessed on all members of the Union employed by the Contractors covered hereby or signatory hereto on a uniform basis as an incident of membership in the Union.

6.3 The Union's monthly dues shall be deducted as set forth in Section 14.3(e) and shall be transmitted by the Contractor to the Union as set forth in Section 14.3(e).

6.4 The Union's working dues, and any other deductible amounts which are based on hours worked by an employee, shall be deducted on a weekly basis and shall be transmitted by the Contractor to the Union by the 15th day of the month immediately following the month in which the deduction was made. The Contractor acknowledges that dues deductions are employee wages and that failure to transmit said dues once deducted is an unlawful retention of monies that do not belong to the Contractor.

6.5 In the event the State Joint Board determines that a Contractor has violated this section it shall impose the following penalties on said Contractor.

- (a) liquidated damages in the amount of twenty percent of such delinquent and unpaid dues or twenty dollars whichever is greater, for each and every delinquent monthly amount.
- (b) all audit and collection costs, and
- (c) if the delinquency is turned over to an attorney for collection, reasonable attorney's fees and all costs of action.

In the event the Contractor fails to comply with a State Joint Board ruling and imposition of penalties, the Union is authorized to seek legal action and enforcement against the Contractor. If the State Joint Board ruling is upheld, the Contractor shall also be liable for the Union's reasonable attorney fees and costs, as well as audit and collection costs incurred due to the delinquency.

6.6 (a) Transmittal of any and all amounts deducted pursuant to this Section shall be by way of check drawn to the order of the Union and/or Credit Union, as the case may be. Upon issue of such check(s) and the transmission of same to the Union and/or Credit Union, as the case may be, all responsibility on the part of the Contractor shall cease with respect to any amount so deducted so long as such check(s) is honored on being presented for payment. The Union hereby undertakes to indemnify and hold the Contractor harmless from any claims that may be made upon said Contractor for or on account of any such deductions from the wages of any employee.

- (b) The transmission to the Union of valid checks issued shall be the responsibility of the Contractor. Where one or more checks are not received by the Union in a proper and timely manner, the Contractor may be placed on a "transmittal verification" listing after being verified by the State Joint Board. The State Joint Board shall have a subcommittee composed of the co-chairs to expeditiously make decision in such cases. The Union shall notify the Contractor, in writing, of

such "transmittal verification" listing, and thereafter the Contractor shall transmit checks to the Union by Certified Mail, Return Receipt Requested, until notified by the State Joint Board, in writing, of the removal of the Contractor from the "transmittal verification" list.

SECTION 7. NO STRIKE OR LOCKOUT

7.1 The parties hereto agree that during the term of this Agreement there shall be no lockout by the Contractor nor any strike, stoppage of work, or slowdown on the part of the Union or its representatives or on the part of any employee covered by the terms of this Agreement, except as provided under paragraphs 7.2 and 7.3 below.

7.2 Nothing in this Agreement shall be construed as giving a Contractor the right to require said Contractor's employees to cross a legitimate picket line. A legitimate picket line is one that is not in violation of the law. Employees who exercise their option of refusing to cross a legitimate picket line shall not be disciplined, discriminated against, or suffer any other adverse treatment by the Employer.

7.3 If a Contractor fails to make timely payment to any of the trust funds provided for in this Agreement, OR if such Contractor fails to make timely transmittal of amounts deducted for Union dues, initiation fees, assessments, and/or Credit Union payments as provided for under Section 6 (Authorized Deductions), and so long as either of these conditions continue, it shall not be a violation of this Agreement for the Union to withdraw its members from the performance of work for said Contractor. In each case, the Union shall give written notice to the Contractor involved of its intent to withdraw such Contractor's employees, and the Contractor shall be given five (5) working days from receipt of said notice in which to make necessary full payment. If such full payment is not made within said five-day period, the Union shall then be free to withdraw said Contractor's employees and to continue said withdrawal until full payment is made.

7.4 It is mutually understood and agreed that neither the Association, any Contractor, or the Union shall be liable for damages caused by the acts or conduct of any individual or group of individuals who are acting or conducting themselves in violation of the terms of this Agreement, provided that such action or conduct has not been specifically authorized, participated in, fomented, or condoned by the Association, any Contractor, or the Union, as the case may be.

7.5 In the event of any unauthorized violation of the terms of this Agreement, responsible and authorized representatives of the Union, the Association, or the Contractor, as the case may be, shall promptly take such affirmative action as is within their power to correct and terminate such violation for the purpose of bringing such unauthorized persons into compliance with the terms of this Agreement. Such individuals acting or conducting themselves in violation of the terms of this Agreement shall be subject to discipline, up to and including discharge.

SECTION 8. DISCIPLINE OR DISCHARGE

8.1 Employees shall be subject to discipline or discharge for just cause.

8.2 A probationary period of ten (10) working days shall be established for all new employees during such time period such new employees may be summarily discharged.

8.3 Any discharged employee, other than probationary employees, shall be furnished the reason(s) for his/her discharge in writing within two (2) working days of the effective date of the discharge.

8.4 If the Contractor takes action under this Section which the employee or the Union believes is not for just cause, the Union shall have the right to process such grievance through the grievance procedure as provided under Section 23 (Grievance Procedure and Arbitration).

SECTION 9. APPRENTICESHIP AND TRAINING

9.1 Joint Apprenticeship Committee

(a) The parties agree to continue the Joint Apprenticeship Committee composed of equal management and Union representation to program and operate a system of apprenticeship and training in conformance with Hawaii and Federal laws.

(b) The training and disciplining of Apprentices shall be governed by the Joint Apprenticeship Committee pursuant to and in accordance with the "Apprenticeship Standards For Carpenters In The State of Hawaii" as registered with the State of Hawaii Department Of Labor and Industrial Relations. The Joint Apprenticeship Committee shall have the authority to act for and on behalf of the Contractor and the Union in all matters relating to the training of an Apprentice, including the taking of disciplinary action against the Apprentice for non-conformance with the Apprenticeship Standards and/or the violation of the rules and procedures as adopted from time to time by the Joint Apprenticeship Committee. All other matters relating to the terms and conditions of an Apprentice's employment, including grievances or alleged grievances which arise under this collective bargaining Agreement, shall be handled under the terms of this Agreement.

9.2 **Ratio of Apprentices to Journeymen.** The ratio of apprentices to Journeymen shall be determined by the Joint Apprenticeship Committee, except that for work that involves raised/elevated floors, the Apprentice to Journeyman ratio will be 2 to 1.

9.3 **Supplementary Apprentice Employment Procedure.** The parties also agree to utilize the U. S. Department Of Labor approved Supplementary Apprentice Employment Procedure, attached hereto as Exhibit "G."

SECTION 10. WAGES

10.1 **Wage Schedule.** Attached hereto as Exhibit "A" and made a part of this Agreement is the Wage Schedule which shall be effective for the term of this Agreement.

10.2 Payment of Wages

(a) Each employee covered by this Agreement shall be paid not later than quitting time by Friday of each week; provided, however, that in no event shall more than one (1) calendar week's wages be withheld at any one time. In the event Friday falls on any holiday (whether recognized under this Agreement or not) on which local banks will be closed, the Contractor will

make every effort to provide the employee(s) with their paychecks by Thursday of that week.

(b) Unless due to an emergency situation or other verifiable circumstances acceptable to the State Joint Board, where a Contractor does not have his/her employees' paychecks available for pick up by Friday (by Thursday if Friday is a holiday), the employee or employees affected shall be entitled to a lump sum penalty payment of twenty dollars (\$20.00) for each working day that said paycheck(s) is not available (to include the day by which payment was due). The Contractor shall also pay or reimburse an employee for any finance charges, penalties, and other direct costs (such as checking account overdraw charges, late payment charges, interest penalties and the like) that are charged to an employee as a result of a late paycheck or a paycheck "bouncing" due to insufficient funds. The Contractor shall also reimburse the employee for the cost of any long-distance telephone calls relating to the matter as may be made by the employee. The Contractor acknowledges and agrees that the payment of such penalties and reimbursement of any charges to the employee is not "wages" subject to employment taxes and withholding.

(c) When an employee is laid off for lack of work, said employee shall be paid all wages earned and due as of the time of separation. If the employee's separation paycheck is drawn in an incorrect amount due to the employee leaving work early, being a "no show" on one of his/her scheduled workdays during that week, or for other cause for which the employee is responsible, then his/her separation check, as corrected, shall be paid to him/her no later than the working day following the date of layoff.

(d) When an employee is discharged for cause, said employee shall be paid all wages due at the time of discharge. However, if the discharge occurs at a time and under conditions which prevent the Contractor from making immediate payment, then all wages due must be paid to the employee no later than the working day following the discharge.

(e) When an employee quits, said employee shall be paid all wages due no later than the next regular pay day either through regular pay channels or, if requested by the employee, by mail. However, if an employee gives at least five (5) working days' notice of his/her intention to quit, the Contractor shall pay all wages earned and due to said employee at the time of separation.

(f) Inasmuch as the provisions of Paragraphs (d) and (e), above, are requirements of State law, it is incumbent upon the Contractor to develop and maintain appropriate procedures for payment of same.

(g) All Contractors must maintain a bank account with a local Hawaii bank or financial institution and all payroll must be drawn from such local bank or financial institution.

10.3 **Work on Pacific Ocean Islands Outside the State of Hawaii.** If an employee who has been hired and is otherwise an employee of the Contractor in the State of Hawaii and is required by the Contractor to report to work on any Pacific Ocean Islands outside the State of Hawaii, said

employee shall be paid at no less than the wage rates specified in Exhibit "A." The Contractor shall also make payments to the Health & Welfare Trust Fund, Financial Security Trust Fund, Vacation and Holiday Trust Fund, 401(k) Trust Fund, Retiree Medical Trust Fund, Training Fund and any other fund that may be established during the term of this Agreement.

10.4 Height Pay. When an employee is required to work from a bosun's chair and/or from a cable-suspended scaffold or work platform which is free swinging (not attached to the building), said employee shall be paid fifty cents (\$.50) per hour over his/her regular straight time rate for each hour worked on said rig.

SECTION 11. HOURS AND OVERTIME

11.1 Workweek

- (a) The standard workweek shall be Monday through Friday, inclusive. The standard workweek shall also include Saturday if Saturday is a make-up day.
- (b) However, in the event that weather, equipment breakdown, power failure, accident which results in fatality, and/or any other condition or circumstance which is beyond the control of the Contractor prevents a crew from starting work on any one (1) or more of the regularly scheduled Monday through Friday workdays or prevents a crew from working a full shift on any of said days, then Saturday, at the Contractor's option, may be scheduled as a make-up day at the regular straight time rate. On said Saturday, the straight time rate shall apply for the first eight (8) hours of work or upon completion of forty (40) straight time hours of work for that week, whichever occurs first; one-and-one-half (1-1/2) times the regular straight time rate for all hours worked thereafter.
- (1) Also, subject to mutual written agreement with the Union, the Contractor may establish a workweek of four (4) ten (10)-hour days on weeks where a holiday is observed.

NOTE: At the present time, paragraph (b) above would be applicable ONLY on PRIVATE and FEDERAL jobs. The law would have to be changed in order for said paragraph to be applicable on State, or County projects.

- (c) The provisions of paragraph (b), above, are designed to allow a Contractor the flexibility of "making up" time during that same workweek for time lost on said Contractor's project(s) due to the causes listed, as well as to provide members of the crew the opportunity to secure additional work hours during that week which would not otherwise be made available to them. In that connection, the use of the phrase "any other condition or circumstance which is beyond the control of the Contractor" is intended to cover situations of a substantive and verifiable nature.
- (1) Whenever Saturday make-up work is assigned it shall be assigned to the members of the crew (to the extent needed) who during the regular workweek have been performing the particular work involved.
- (d) Contractors shall not schedule Saturday make-up days to "make-up" work lost due to a holiday specified under Section 13.1.

- (e) Complaints, problems, and/or allegations that a Contractor has misused or abused the Saturday "make-up" day provision as set forth in Section 11.1(b), above or has violated the intent thereof as set forth in paragraph (c), above, shall be processed as an Expedited Grievance to the State Joint Board as provided for under Section 22 (Grievance Procedure and Arbitration). In the event the State Joint Board determines that a violation has occurred, it shall impose the following penalties on said Contractor:

1st Offense:

- (1) Order the Contractor to pay the overtime rate to the employees affected for the work performed on the project involved (i.e., pay an additional one-half time for the hours worked),
- (2) PLUS pay a fine equal to two (2) times the amount of that penalty (i.e., fine of one (1) hour's pay for each hour worked).

2nd Offense:

- (1) Order the Contractor to pay the overtime rate to the employees affected for the work performed on the project involved (i.e., pay an additional one-half time for the hours worked).
- (2) PLUS pay a fine equal to three (3) times the amount of that penalty (i.e., fine of 1-1/2 hours' pay for each hour worked),
- (3) PLUS disqualifying the Contractor from further use of the Saturday "make-up" day provision on the project involved,
- (4) PLUS Contractor to show cause to the State Joint Board with respect to said Contractor's future use of said provision on any of such Contractor's projects for the duration of the Agreement.
- (f) The Contractor may, by written mutual agreement with the Union, schedule:
 - (1) Four (4) consecutive ten (10)-hour days during the period from Monday through Friday which shall be paid for at the regular straight time hourly rate, or
 - (2) Four (4) nine (9)-hour days (Monday through Thursday) plus four (4) hours on Friday, all of which hours shall be paid for at regular straight time hourly rates.
 - (3) In either of such events, either Friday and/or Saturday may, at the Contractor's option, be scheduled as a straight time make-up day under the same conditions as set forth in paragraph 11.1(b), above.
 - (4) The provisions of subparagraphs (f)(1) and (2), above, are not intended to be implemented or administered in such a manner wherein employees will be re-scheduled from a workday of one duration to another on a daily basis.

NOTE: At the present time, subparagraphs (f)(1) and (2), above, would be applicable ONLY on PRIVATE and FEDERAL jobs. The law would have to be changed in order for said paragraphs to be applicable on State, or County projects.

11.2 Workday

- (a) Except where shift work or night work is scheduled, the normal workday for an employee covered by this Agreement shall begin between the hours of 6:00 a.m. and 8:00 a.m. The starting time for a project shall be established by the Contractor prior to the start of said project and, once established, shall not be changed except by mutual written agreement of the Contractor and the Union.
- (b) However, if a State law, local ordinance, job specification, or written instruction of the Owner or his/her representative requires that work commence at a later hour, it shall be at the Contractor's discretion as to whether the starting time as provided in paragraph 11.2(a), above, shall apply or whether the starting time as imposed by State law, local ordinance, job specification, or by the aforementioned written instruction shall apply, in either case without payment of overtime or other premium rate.
- (c) Except as provided in paragraphs 11.2(a) and 11.2(b), above, other starting times, also without payment of overtime or other premium, may be established by mutual written agreement between the Contractor and the Union.

11.3 Overtime

- (a) **Overtime.** Overtime at one-and-one-half times the employee's regular straight time rate shall be paid for:
 - (1) all work performed in excess of eight straight time hours in any one day, OR
 - [a] in excess of ten straight time hours in any one day where a workweek of four consecutive ten-hour days has been scheduled by mutual written agreement between the Contractor and the Union pursuant to the provisions of paragraph 11.1(f)(1) of this Section, or
 - [b] in excess of nine straight time hours, Monday through Thursday, and four hours on Friday where such a workweek has been scheduled by mutual written agreement between the Contractor and the Union pursuant to the provisions of paragraph 11.1(f)(2) of this Section.
 - (2) All work performed in excess of forty (40) straight time hours in any one week.
 - (3) All work performed by an employee before his/her scheduled starting time and after his/her scheduled quitting time provided the employee commenced work at the scheduled start time of the shift and works the entire shift.
 - (4) All work performed on Saturdays, except where such Saturday has been scheduled as a make-up day by the Contractor pursuant to the provisions of Section 11.1(b) in which case overtime shall be paid after the employee's completion of eight (8) straight time hours of work on said Saturday make-up day or after the completion of forty (40) straight time hours of work for that week, whichever occurs first.
 - (5) All work performed on Sundays.

- (b) **Reckoning of Overtime Hours.** Overtime hours shall be reckoned to the nearest fifteen minutes. This provision is intended to allow the Employer to ease book-keeping requirements and to comply with Federal Wage and Hour Standards. It is not intended to be abused by allowing Contractors to habitually schedule employees to work overtime seven minutes or less and thereby escape paying any overtime premium.
- (c) **No Pyramiding.** Whenever two or more overtime or premium rates are applicable to the same hour or hours worked, there shall be no pyramiding or adding together of such rates and only the higher of the applicable rates shall be applied.
- (d) **Assignment of Overtime Work.** If overtime work is to be assigned, the work shall be assigned to the members of the crew (to the extent needed) who, during the regular workday have been performing the particular work involved; except that the Union Steward, if any, on the project involved will be afforded the opportunity to be included in that work provided he/she is qualified to perform the work required. The Contractor will notify all members of the crew as early as reasonably possible of any overtime work.

11.4 Meal Period

- (a) An employee covered by this Agreement shall be afforded a meal period of at least thirty (30) minutes to begin within the period from the third through the fifth hour of a shift. If an employee is required to work more than five (5) hours without starting a meal period, said employee shall be paid at the applicable overtime rate for all time worked after said fifth hour until such time as said employee is afforded the opportunity to eat.
- (b) If the employee is already being paid at an overtime rate by reason of Saturday, Sunday, or holiday work, the aforementioned meal period premium shall be computed as follows:
 - (1) If working at a time-and-one-half rate, said employee shall receive two (2) times the regular straight time rate for all time worked after said fifth hour until such time as said employee is afforded the opportunity to eat.
 - (2) If working at a triple time rate, said employee shall receive three-and-one-half (3-1/2) times his regular straight time rate for all time worked after said fifth hour until such time as said employee is afforded the opportunity to eat.
- (c) Whenever overtime work exceeds two and one-half (2-1/2) hours past the quitting time of their shift, employees will be afforded a meal period of at least one-half (1/2) hour at the end of said two-and-one-half (2-1/2) hour period of overtime work. Said meal period shall not be paid for or counted as time worked. If overtime work continues for four (4) hours after the conclusion of said meal period, the employees will be afforded a similar meal period at the end of said four (4)-hour period and at the end of each similarly measured four-(4)-hour period thereafter.
- (d) If the employee is not afforded a meal period as provided for in paragraph (c), above, said employee shall be paid at two (2) times the employee's regular straight

time rate for all time worked after the applicable period of overtime work until such time as said employee is afforded the opportunity to eat.

- (e) If an employee qualifies for a meal period as provided for in paragraph (c), above, the Contractor shall provide a meal. Such meal shall be of good quality and nutritious.

11.5 Show-Up Time

- (a) Employees or qualified applicants ordered to report to work at a job site for whom no employment is provided shall be entitled to one (1) hour's pay unless prevented from working for reasons beyond the control of the Contractor (including inclement weather).
- (b) The Contractor may require or request an employee to remain on the job for up to thirty (30) minutes past the employee's normal starting time pending possible abatement or cessation of inclement weather or other cause which has prevented work from starting, without paying show-up time to said employee. Should such requirement or request extend beyond thirty (30) minutes past the employee's normal starting time, said employee shall be entitled to show-up time of one (1) hour's pay, unless such employee quits, voluntarily lays off, or is suspended or discharged prior to the completion of said one (1) hour period. If the Contractor has the employee start work pursuant to such requirement or request, said employee will be entitled to a minimum of one (1) hour show-up time unless such employee quits, voluntarily lays off, or is suspended or discharged prior to the completion of said one (1) hour period.
- (c) Said show-up time shall not be considered as hours worked for purposes of making Contractor contributions to the various Trust and other Funds as provided in this Agreement; provided, however, that if, after remaining on the job as provided above said employee is put to work, then said Stand-by time shall be counted as hours worked for the purpose of making Contractor contributions to the various Trust and other Funds as provided in this Agreement.

11.6 Shift Work

- (a) **Two-Shift Operation.** Where a two-shift operation is scheduled, an employee's first eight (8) hours of work per day on his/her shift (exclusive of meal period) shall be paid for at said employee's regular straight time rate; provided, however, that where a two-shift operation is scheduled on the basis of a workweek of four (4) consecutive ten (10)-hour days, then the straight time rate shall be paid for the employee's first ten (10) hours of work per day on his/her shift (exclusive of meal period).
- (b) **Three-Shift Operation**
 - (1) Where a three-shift operation is scheduled, an employee's first eight (8) hours of work per day on his/her shift (exclusive of meal period) shall be paid for at said employee's regular straight time rate. The length and schedule of working hours on any shift (whether 8, 7-1/2, or 7 hours) shall be as determined and scheduled at the Contractor's option; provided, however:

- [a] that on each shift (whether scheduled on a 8, 7-1/2, or 7 hour basis), the Contractor shall nevertheless afford the affected employees with eight (8) straight time hours of work opportunity (exclusive of meal periods) or pay for same, unless the employee quits, voluntarily lays off, or is suspended or discharged prior to the completion of said eight (8) hour period, or the Contractor is unable to provide such work due to weather conditions, equipment breakdown, power failure, work stoppage or other labor dispute, accident, or other reason outside of his/her control, and

- [b] that where shifts of less than eight (8) straight time hours are scheduled and worked, Contractor payments to the Trust and other Funds as provided for in this Agreement shall be at eight (8) hours.

- (c) **Exception for Projects Two Million Dollars or Less.** On projects of two million dollars or less, whether shift work or night work, Contractor shall pay employees only for hours worked and payments to the Trust and other Funds as provided for in this Agreement shall be only for hours actually worked.
- (d) **Applicable To Both Two-Shift and Three-Shift Operations.** On shift work: (1) employees working a shift who come off work on Saturday morning are to be considered working Friday; (2) employees working a shift coming off work on Sunday morning are to be considered working Saturday; and (3) employees working a shift coming off work on Monday morning are to be considered working Sunday.

11.7 Night Work. Where night work is scheduled Monday through Friday, an employee's first eight (8) hours of work per day on said work (exclusive of meal period) shall be paid for at the employee's regular straight time rate of pay; provided, however, that where such work is scheduled on the basis of a workweek of four (4) consecutive ten (10)-hour days, Monday through Friday (or on the basis of four (4) nine (9)-hour days Monday through Thursday plus four (4) hours on Friday, (pursuant to Section 11.1(f)), the straight time rate of pay shall be paid in accordance with that schedule.

11.8 Wages On Day Of Injury

- (a) Whenever an employee sustains an industrial injury or illness covered under the State of Hawaii Workers' Compensation Law, the employee shall be paid for the same number of hours as worked on that day by other employees in his same crew, but not to exceed eight (8) hours at his applicable rate of pay; provided, however, that said employee provides the Contractor with a physician's statement verifying said employee's treatment and disability for the remainder of the day. The employee shall be allowed to go to a physician of said employee's choice.
- (b) The Employer shall be responsible to either call an ambulance, or transport the employee to a physician or emergency facility immediately upon being notified of those industrial accidents requiring medical treatment from a health care facility.

11.9 Emergency Call-Out

- (a) Any employee called out to perform emergency work and who so reports at the time specified, shall be paid at the applicable overtime rate for all hours worked on such emergency call-out. Such employee shall receive a minimum of two (2) hours' work, or if two (2) hours' work is not furnished, a minimum of two (2) hours' pay; provided, however, that such two (2)-hour minimum shall not apply if the employee quits, voluntarily lays off, or is suspended or discharged prior to the completion of said two (2)-hour period. Said two (2)-hour minimum shall also not apply if the emergency work for which said employee is called out continues up to said employee's normal starting time, in which event the employee shall be paid at the overtime rate only for the actual number of hours worked (and would not include travel time) up to said employee's normal starting time.
- (b) In computing time spent on emergency call-out, such time shall include time spent in traveling from the employee's home or the place from which the employee was called, as the case may be, directly to the job site, and shall not include the return trip.
- (c) The provisions of Section 11.4 (Meal Period) shall apply to employees who are performing Emergency Call-Out Work.

11.10 Listing Material. If an employee covered by this Agreement is required by the Contractor to list material from the plans, specifications, or any other document and said work is to be performed either before or after his/her regular working hours, said employee shall be paid at one-and-one-half (1-1/2) times his/her regular straight time rate for all time so spent either before or after his/her regular working hours.

11.11 Upon advance notification by the Union to the Association of at least ninety (90) days, the Contractor shall make every effort not to schedule work for employees on the days requested by the Union. Such provision shall be limited to two (2) Saturdays and Sundays per calendar year.

SECTION 12. TEMPORARY TRANSFER

12.1 An employee covered by this Agreement will not be transferred to perform work outside of said employee's craft, except in the event of non-availability or failure to report of the craftsmen called for, or in the event of emergency.

12.2 When an employee is required to work temporarily on a job of a higher classification covered by this Agreement, he/she shall receive the pay of the higher classification for the actual hours worked in that classification.

12.3 When an employee is required to work temporarily on a job of a lower classification covered by this Agreement, he/she shall receive the pay of his/her regular wage classification, unless such change is made permanent.

12.4 A transfer made for the convenience of an employee shall not be deemed a temporary transfer irrespective of the duration of the transfer.

12.5 This Section shall not apply to grievance or claims by a Working Foreman that he/she is performing the work of a Foreman.

SECTION 13. HOLIDAYS

13.1 Holidays. The following days shall be considered holidays and work performed on said days shall be compensated for as follows:

(a) At One-And-One-Half Times The Employee's Regular Straight Time Rate

Presidents' Day	Fourth of July
Memorial Day	Discoverer's Day
Kamehameha Day	Veterans' Day
New Year's Day	Thanksgiving Day
Christmas Day	

(b) At Three Times The Employee's Regular Straight Time Rate

Labor Day

13.2 Holidays Falling On Saturday Or Sunday. In the event any of the holidays falls on a Saturday, the preceding Friday shall be considered the holiday. In the event any of the ten (10) above-listed holidays falls on a Sunday, the following Monday shall be considered the holiday.

13.3 "Switching" And/Or Substitution Of Any Holidays. The Contractor may, by written mutual agreement with the Union, "switch" any of the ten (10) above-listed holidays to a day other than the day on which it falls and/or to substitute the Day After Thanksgiving as a holiday in place of any of the ten (10) listed holidays. The Contractor will notify the Union of its desire to "switch" and/or substitute any of the above holidays. Such notification shall be made at least five (5) calendar days prior to the effective date of any "switch" in holidays. However, should any employee be laid-off, suspended or discharged prior to a mutually agreed day switched and/or substituted for any of the ten (10) above-listed holidays, they will receive the overtime rate of pay for all hours worked on the applicable above-listed holiday.

NOTE: At the present time, paragraph 13.3, immediately above, can be applied without penalty ONLY to PRIVATE and FEDERAL projects. With respect to State and County projects, however, State law requires that the time- and-one-half rate be paid for any work performed on State (and County) recognized holidays.

SECTION 14. EMPLOYEE BENEFITS AND CONTRACTOR PAYMENTS**14.1 General Provisions****(a) Payment To Be Made Only For Actual Hours Worked.**

Contractor payments to the various Trust and other Funds as specified in this Agreement shall be made for actual hours worked. Time which is paid for, but not worked, such as time paid for under Section 11.8 (Wages On Day Of Injury), waiting/stand-by time as provided under paragraph (b) of Section 11.5 (Show-Up Time), as well as "driving time hours" as provided for under paragraph (d) of Section 17.1 (Transportation) shall not be counted as hours worked for purposes of making Contractor payments to the various Trust and other Funds as provided for in this Agreement.

(b) Coverage of Employees Of The Union, The Hawaii Carpenters Training Office, The Trust Fund Administrative Office And/Or Any Of The Trust Funds. If

the Union, the Administrative Office (if one should be established), or any of the Trust Funds as established under this Agreement chooses to cover their employees under any of the Trust Funds listed below, its contributions to said Fund(s) shall be made in the same manner and under the same conditions as set forth in Section 14.10 (Contractor Payments) of this Agreement, but shall be computed on a monthly basis, as follows: applicable hourly rate of contribution times 173 hours per month.

- (c) **Continued Trust Fund Coverage Of Eligible Supervisory Personnel.** Supervisory personnel who are or who had been previously covered under the various Trust Funds as set forth in this Agreement may, at the Contractor's option, continue to be covered under said Funds. A Contractor who so chooses to cover his/her eligible supervisory personnel shall make monthly contributions to said Funds on behalf of those to be so covered in the same manner and under the same conditions as set forth in Section 14.10 (Contractor Payments) of this Agreement; except that said contribution shall be computed on a monthly basis, as follows: applicable hourly rate of contribution times 173 per month.
- (d) **Qualification of Trustees.** Trustees serving on behalf of the Union shall be union members in good standing. The Contractor shall have the right to appoint any individual to serve as a trustee, except the Contractor agrees that if it appoints practicing attorneys as management trustees that such trustee will not have any ongoing conflict with the Funds and said attorney trustee will agree in writing that he/she will not for three years following his/her termination as a trustee represent any party adverse to the Funds.

14.2 Health and Welfare. Each Contractor shall participate in the Hawaii Carpenters' Health and Welfare Fund (hereinafter referred to as the "Health and Welfare Fund") under the terms and conditions as set forth in the Hawaii Carpenters' Health and Welfare Fund Declaration of Trust Agreement as executed December 28, 1977, and as it may be amended in the future, and make contributions as set forth in the attached Exhibit "A-1" which is made part of this Agreement.

14.3 Vacation and Holiday Fund

- (a) Each Contractor shall participate in the Hawaii Carpenters' Vacation & Holiday Fund (hereinafter referred to as the "Vacation And Holiday Fund") under the terms and conditions as set forth in the Hawaii Carpenters' Vacation and Holiday Declaration Of Trust Agreement as executed December 28, 1977, as it may be amended in the future, and make contributions as set forth in the attached Exhibit "A-1" which is made part of this agreement.
- (b) For tax purposes, all Contractor contributions made pursuant to Section 14.3(a) and (e) hereof shall be deemed to be a part of the wages due to the employees. Each Contractor shall deduct federal and state withholding and FICA taxes from each employee's wages as required by law. All contributions required pursuant to Section 14.3(a) and (e) hereof, however, shall be in the gross amount specified therein. Each deduction

from an employee's wages (including, without limitation, such tax amounts and the contributions required pursuant to Section 14.3(a) and (e) hereof) shall be separately noted on the employee's paycheck.

- (c) Interest earned on Vacation and Holiday Funds as deposited by the Administrative Office in accordance with the directions and actions of the Trustees shall be transferred to a revolving account which shall be used to pay Trustee-approved expenses for implementing and administering the Vacation and Holiday Fund.
- (d) Vacation and Holiday payments shall be made in accordance with the rules and procedures as adopted from time to time by the Trustees of the Vacation and Holiday Fund.
- (e) In addition to the amounts specified in Section 14.3(a) hereof, each Contractor covered hereby shall contribute the first \$120 (or any increase or decrease in monthly dues approved by the Union's membership for a six (6) month period) of compensation earned by each employee covered by this Agreement every six months of each fiscal year (September 1 to August 31) this Agreement is in effect either to the Vacation & Holiday Fund or as supplemental dues to the Union, as follows:
- (1) The Contractor shall make such additional payment at the same time and in the same manner as he or it makes the payment specified in Section 14.3(a) hereof; and.
 - (2) In the report accompanying such payment, the Contractor shall (i) designate Hawaii Benefit Administrators, Inc. ("HBAI") as his or its agent to receive written supplemental dues authorizations from employees covered by this Agreement pursuant to Section 302(c)(4) of the Labor-Management Relations Act of 1947, as amended, and any revocation of such authorizations, and (ii) direct HBAI to (A) deposit the monies contributed pursuant to this Section 14.3(e) in a special account, (B) transfer monthly from such account the monies paid with respect to the work of each employee who has on file with HBAI an unrevoked supplemental dues authorization in a form complying with law to an account designated by the Union as supplemental dues, and (C) to transfer the remaining monies in said account to the Hawaii Carpenters Vacation & Holiday Fund for credit to the Vacation & Holiday Fund accounts of the other employees.

14.4 Apprenticeship and Training Fund. Each Contractor shall participate in the Hawaii Carpenters' Apprenticeship & Training Fund (hereinafter referred to as the "Apprenticeship and Training Fund") under the terms and conditions as set forth in the Hawaii Carpenters' Training Fund Declaration Of Trust Agreements as executed December 28, 1977, and as it may be amended in the future, and make contributions as set forth in the attached Exhibit "A-1" which is made part of this agreement.

14.5 Hawaii Carpenters Financial Security Fund. Each Contractor shall participate in the Hawaii Carpenters' Financial Security Fund (hereinafter referred to as the "Security Fund"), under the terms and conditions as set forth in the Hawaii Carpenters' Financial Security Fund

Declaration of Trust Agreement as executed December 31, 1987, and as said Trust Document may be amended in the future, and make contributions as set forth in the attached Exhibit "A-1" which is made part of this agreement.

14.6 Hawaii Carpenters' Market Recovery Program. Each Contractor shall participate in the Hawaii Carpenters' Market Recovery Program (hereinafter referred to as the "Recovery Program"), under the terms and conditions as set forth in the Hawaii Carpenters' Market Recovery Program Declaration of Trust Agreement as executed December 31, 1987, and as said Trust Document may be amended in the future, and make contributions as set forth in the attached Exhibit "A-1" which is made part of this agreement.

14.7 Hawaii Carpenters 401(k) Fund. Each Contractor shall participate in the Hawaii Carpenters 401(k) Trust Fund (hereinafter referred to as the "401(k) Trust Fund"), under the terms and conditions as set forth in the Hawaii Carpenters 401(k) Fund Declaration of Trust Agreement as executed November 27, 2002, and as said Trust Document may be amended in the future, and make contributions as set forth in the attached Exhibit "A-1" which is made part of this agreement.

14.8 Trust Documents. Each of the Declaration of Trust Agreements as referred to above are, by reference, incorporated herein and each Contractor covered hereby or signatory hereto agrees that said Contractor shall be bound by all the terms and conditions of said documents and any future amendments. Each said Contractor further agrees to the appointment of the Trustees of said Funds as designated by the Contractor Associations and hereby designates said Contractor Trustees to serve as his/her representatives and to act as his/her agent in all matters concerning the Funds.

14.9 Contractor Payments

(a) Transmittal Of Contributions

- (1) Contractor contributions to the various Funds as specified and provided for above shall be paid or postmarked by the 15th day of the month immediately following the month for which the contributions are due, but a Contractor shall not be deemed delinquent if full payment of amounts due is made or postmarked and mailed by the 20th day of said month.
- (2) A consolidated transmittal and report form as provided by the Administrative Office, showing, among other things, the monthly total of hours worked by each employee covered by this Agreement, shall be submitted each month and accompany such payment, if any.
- (3) The consolidated transmittal form must be submitted or postmarked by the 20th day of the month immediately following the month being reported even if no employees were employed by the Contractor.

(b) Information and Audit. Each Contractor shall provide the appropriate Trustees or their authorized representative(s) with information and records necessary to carry out the purposes of and in connection with the proper administration of the various Funds

and shall permit an audit of the Contractor's business records (to the extent necessary to insure that proper payments to the Funds were made, including, but not limited to payroll records) by authorized representative(s) of the Administrative Office or the Trustees to ascertain whether all contributions due have been paid. Every Contractor shall maintain records in the State of Hawaii with respect to each of the Contractor's employees covered by the collective bargaining agreement sufficient to determine the benefits due or which may become due to such employees.

- (c) **Project Breakdown.** A Contractor deemed delinquent by the Trust Funds shall be required to provide the Trustees with information, on a monthly basis, as to the specific project on which each employee has worked the reported hours. The Contractor will be required to provide such project breakdown for a period of six (6) months following the Trust Funds' determination of delinquent status. Said obligation will not terminate until the Contractor has been deemed not delinquent for a full six months.
- (d) **Authority Of Trustees To Reduce Contributions.** The Trustees of each of the Trust Funds are hereby given authority to and may at their discretion, temporarily reduce the rate or amount of contribution to any of said Trust Funds or order a temporary discontinuance of payments into any of said Trust Funds if in their judgment an unjustified surplus is being accumulated in any of said Funds.

(e) Delinquent Contributions and Collections

- (1) When any Contractor's contributions to any of the Trust Funds provided for under this Agreement are not paid or postmarked and mailed by the 20th day of the month immediately following the month for which the contributions are due, such contributions are delinquent and the Contractor shall be deemed to be in violation of this Agreement and the aforementioned Trust Agreements. The Trustees on behalf of the Trust Funds are authorized to bring whatever legal action deemed necessary to recover delinquent Trust Fund contributions, liquidated damages and interest including but not limited to the institution of any action against a Contractor, surety or co-obligor to recover monies owed by the delinquent Contractor to the Trust Funds and to the assertion, perfection and foreclosure of any lien arising from the providing of labor by employees of the delinquent Contractor. A Contractor responsible for such delinquent contributions shall pay the following to each respective Fund:

- [a] The unpaid contributions.
- [b] Interest on the unpaid contributions at the rate of twelve (12) percent per annum or the rate prescribed under Section 6621 of the Internal Revenue Code of 1954, whichever is greater, provided, however, that should such delinquent Trust Fund contributions be paid in a timely fashion as provided for herein, no interest shall be charged. Interest shall be computed from the first (1st) day following the

month for which Trust Fund contributions are owed.

- [c] An amount equal to the greater of:
 - (i) interest on the unpaid contribution, or
 - (ii) liquidated damages in the amount of twenty (20) percent of such delinquent and unpaid contributions due to each respective Fund or twenty (20) dollars whichever is greater, for each and every delinquent monthly contribution.
- [d] All audit and collection costs, and
- [e] If the delinquency is turned over to an attorney for collection, reasonable attorney's fees and costs of the action as provided for by the Employee Retirement Income Security Act, as amended.

(2) The amount specified in subsection [c](ii) above shall be due and payable to each respective Fund upon the day immediately following the date such contribution becomes delinquent and shall be in addition to the total amount of the delinquent contributions. Said amount is payable as and for liquidated damages, and not as a penalty, in that the failure of the Contractor to make the required timely payment of contributions imposes additional burden and expenses upon the Trustees in the collection thereof; in the administration of the Trust Funds, including but not limited to the processing of late contribution reports, correspondence and other communication with said Contractor, and, in addition thereto may cause a loss of benefits to employees, and loss of benefit of the use of the amounts required to be paid, all of which are difficult to accurately ascertain.

- (f) **Weekly Reports And Payments Of Delinquent Contractor.** Any other provision to the contrary notwithstanding, a Contractor who is responsible for delinquent contributions may be required by the Trustees of the various Funds to make and submit weekly detailed reports and payments for current contributions no later than the Friday immediately following the end of each and every week until such time as all delinquent accounts due and payable to each of the respective Funds are brought current. In the event Friday falls on any holiday on which local banks will be closed, the report and payments shall be made and submitted by Thursday of that week. In the event a subcontractor is deemed delinquent by the Trust Funds, Contractor agrees to issue checks payable jointly to subcontractor and the Funds for the subcontractor's fringe benefit contributions.
- (g) **Bond Or Cash-In-Escrow By Delinquent Contractor.** If the delinquent contributions, liquidated damages, interest, attorney's fees, and costs due to any respective Fund are not paid within thirty calendar days after the due date, the delinquent Contractor, to secure the payment of future contributions, may be required to post with the Trustees of each respective Fund within five working days thereafter and for a period of up to one year from the date of delinquency a surety bond or cash-in-escrow in an amount equal to the last three

months contributions or five thousand dollars, whichever is greater.

- (h) **Application/Non-Application of Section 23 (Grievance Procedure and Arbitration).** All matters involving the payment, collection, and enforcement of Contractor contributions, liquidated damages, and/or interest due to the various Funds provided for in this Agreement shall be handled by and in the manner prescribed by the Trustees of the various Funds in accordance with the Trust Documents establishing said Funds and shall not be subject to the provisions of Section 23 (Grievance Procedure and Arbitration); provided, however, that any questions relating thereto as may arise pursuant to a Union action under Section 7.3 of this Agreement and any questions relating to whether a particular person or groups of persons are employees as defined under Section 2 (Coverage) of this Agreement for whom contributions are due shall be subject to the provisions of Section 23 (Grievance Procedure and Arbitration).
- (i) **Relationship To Section 7.3.** Nothing in Section 14 shall be construed as being in conflict with the provisions of Section 7.3 of this Agreement, nor shall anything in Section 14 be deemed a condition precedent to any action that the Union may take under the provisions of Section 7.3.

SECTION 15. OTHER FUNDS

15.1 Hawaii Construction Industry Improvement Program

- (a) Each Contractor signatory to The Master Agreement Covering Carpenters In the State of Hawaii covered hereby shall contribute 3¢ per hour to the Hawaii Construction Industry Improvement Program for each hour worked by each employee covered by this Agreement. Said payments shall be made in the same manner as set forth in Section 14.9 (Contractor Payments) of this Agreement.
- (b) In accordance with the documents establishing said Program, said funds and program shall be under the general control of a Governing Board composed of representatives appointed by each of the various participating associations. Each Contractor covered hereby or signatory hereto agrees to the appointment, as said Contractor's representatives of the members of said Governing Board, as well as the Trustees and/or Directors appointed by each participating association with respect to those funds which are distributed to it, and hereby designates said Governing Board and said Trustees and/or Directors to act as said Contractor's agent in all matters concerning the Fund.
- (c) Said funds shall be used for purposes, programs, and staffing in matters and areas which are designed to improve the Construction Industry such as construction education, market development and improvement, safety, pollution control, public relations, research, and the like. It is specifically understood and agreed that said funds shall not be used to promote or encourage Open Shop (non-union) construction.
- (d) The above is a Management add-on item (that is, it was added by Management after settlement of the wage

and benefit "package" as contained in this Master Agreement Covering Carpenters In The State of Hawaii). It therefore does not in any way constitute a deduction from or loss to any employee covered by this Agreement. In that light, the Associations acting in concert shall have the right at any time and at their discretion to decrease the rate of contribution to the Fund or to discontinue said Fund; and upon notice to the Union of any such action, the provisions of this Section 15.1 shall be deemed as automatically amended (deleted, as the case may be) from this Agreement.

15.2 Administration Fee Covering The Negotiation And Administration Of The Collective Bargaining Agreement

- (a) In order that the various provisions of this Agreement may be properly interpreted and administered and grievances or alleged grievances relating thereto may be processed in an expeditious manner, and in order that Management participation in and monitoring of the Employee Benefit Trust Funds as provided under Section 14 of this Agreement (namely: Health & Welfare Fund, Pension Fund, Apprenticeship & Training Fund, Vacation & Holiday Fund, Financial Security Fund, and Market Recovery Program) may be economically, competently, and centrally coordinated, each Contractor signatory to The Master Agreement Covering Carpenters In The State of Hawaii shall pay the General Contractors Labor Association for the negotiation and administration of the Agreement on their behalf a fee of six and one-half cents (\$.065) per hour for all hours worked by employees covered by this Agreement (A fee of five cents (\$.05) per hour shall be paid to the Building Industry Labor Association by those signatories who are members of that Labor Association).
- (b) It is specifically understood and agreed that funds generated from the above fee shall not be used to promote or encourage Open Shop (non-union) construction.
- (c) Each Association shall have the right at any time and at its discretion to increase or decrease the cents per hour amount of said fee or to discontinue said fee; and upon notice to the Union of any such action. The increase will not be greater than \$.005 (.070 and .055) through December 31, 2008, \$.01 (.080 and .065) through December 31, 2010 and \$.010 (.090 and .075) through August 31, 2012. The provisions of Section 15.2 shall be deemed as automatically amended (or deleted as the case may be) from this Agreement.

SECTION 16. WORKING RULES

16.1 Ratio of Journeymen To Foremen/Working Foremen

- (a) On all jobs requiring five (5) or more Journeymen Carpenters and/or Carpenter Apprentices, one of the Journeymen shall be a Foreman or Working Foreman. A Working Foreman shall not supervise more than nine (9) other Journeymen Carpenters and/or Carpenter Apprentices.
- (b) There shall be no other limitations or restrictions placed on the number of men assigned to any crew or to any

service. The selection of Foremen and Working Foremen shall be entirely the responsibility of the Contractor.

16.2 (a) **Drinking Water.** An adequate supply of fresh water cooled by ice shall be available to employees at convenient locations on all job sites at the start of each work day, but in no event any later than one-half (1/2) hour after the start of the shift. When water is supplied in containers, said containers shall be clean and the Contractor shall furnish paper cups or have an OSHA-approved type of drinking fountain with rim guard to prevent the possible spread of disease.

(b) **Toilet Facilities-Chemi-Toi.** Clean and adequate toilet facilities shall be provided. In the event an issue of the cleanliness of the toilet facilities is brought to the Contractor's attention, the matter shall be quickly investigated and if warranted, the situation shall be remedied expeditiously. (If a complaint comes in before 9:00 a.m., the Contractor will make a good faith effort to have it corrected by 4:00 p.m. the same day. If the complaint is made after 9:00 a.m., the Contractor will make a good faith effort to have it corrected by 9:00 a.m. of the next workday.) In the event a contractor does not comply with the provisions of this subsection, the matter shall be taken up with the State Joint Board which shall have the authority to impose other conditions on the contractor or fines for non-compliance.

16.3 Tools

- (a) The Contractor shall provide on each job site a reasonably secure place where his/her employees may keep their tools. If an individual employee's tool kit of working tools is lost by reason of fire or theft involving forcible entry while in the secure place designated by the Contractor, the Contractor shall reimburse the employee for such loss up to a maximum of Five Hundred Dollars (\$500) (up to a maximum of Two Thousand Dollars (\$2,000) for Millwrights). Except where the claim for reimbursement is disputed by the Contractor, said reimbursement shall be made to the employee at the time said claim is submitted to the Contractor.
- (b) At the Contractor's discretion, he/she may provide a list of tools not to exceed Five Hundred Dollars (\$500) for Carpenters and Two Thousand Dollars (\$2,000) for Millwrights which each employee is required to have. If the Contractor provides such a list, the employee shall be reimbursed only for items on the list and said reimbursement shall be made to the employee at the time such claim is submitted to the Contractor. The employee's tools shall be subject to periodic check by the Contractor and/or an authorized representative.
- (c) If an employee is issued or required to obtain tools which will place the total value of the tools in his/her possession above the Five Hundred Dollar (\$500) limit, then the Contractor would be responsible to reimburse the employee for the full value of such tools in case of loss under the provision of this section.
- (d) If an employee has lost his/her working tools by reason of fire or theft by forcible entry as referenced in the first paragraph of this subsection, and the Contractor

tor does not allow the employee to work without such tools or any part of them, then the Contractor shall allow such employee a reasonable amount of paid time during working hours to obtain replacement tools. Failure thereupon or failure on the part of an employee for any other reason to have the required tools on the job shall subject said employee to discipline which may include discharge.

- (e) All power and pneumatic tools and their accessories as required by the Contractor shall be supplied by the Contractor.
- (f) There shall be no restrictions on the full use of tools or equipment and no rule, custom, or practice shall be permitted that limits production or increases the time or number of employees required to do any work.

16.4 Safety And Protective Devices

- (a) Except for construction hard hats and footwear which each employee shall secure on their own as part of the tools of their trade, the Contractor shall furnish all other safety and protective equipment as may be required by applicable State or Federal safety regulations for the work being performed.
- (b) Where a special type or color of hard hat is required either by State or Federal safety regulations or by the Contractor, then said special type or color of hard hat shall be supplied by the Contractor.
- (c) The Union agrees on behalf of itself and each employee covered hereby that employees shall use the provided health and safety equipment. Employees' proper use of safety and health equipment issued by the Contractor shall be mandatory, and failure to do so will be cause for disciplinary action (including discharge).
- (d) Employees shall be responsible for the proper care, use and maintenance of such equipment as is issued or assigned to them, and they shall return same to the Contractor upon completion of its use.
- (e) The Contractor shall conduct safety meetings at least once a month for all employees covered hereunder. Such mandatory meetings will be conducted on paid time. Attendance at such meetings is mandatory and employees who do not attend may be subject to disciplinary action.
 - (1) Whenever toxic chemicals are sprayed or applied to either the ground or construction materials, the Contractor shall conduct a meeting to inform all employees of the specific chemical to be used, the dangers of said chemicals, and the safety precautions required. In every instance, employees shall be furnished with proper safety equipment prior to working with toxic chemicals.
 - (2) Employees shall be allowed to refuse any work assignment involving toxic chemicals if the provisions of paragraph (1) above are not adhered to.

16.5 Personal Automobile. No employee shall be required to use their personal automobile to transport the Contractor's materials, equipment, or personnel.

16.6 No Piece Work, Contract Work, or Moonlighting

(a) No Piece Work Or Contract Work

(1) No employee shall perform work covered by this Agreement on a "piece work" or contract basis, nor shall any employee perform work within the jurisdiction of this Agreement except as an employee of the Contractor.

(2) No Contractor shall allow any employee to perform work covered by this Agreement on a "piece work" or contract basis, nor shall any Contractor allow any employee to perform work within the jurisdiction of this Agreement except as an employee covered by this Agreement.

(b) No Moonlighting

(1) No employee covered by this Agreement shall do any moonlighting of work covered by this Agreement.

(2) No Contractor shall allow any moonlighting of work to be done for him/her.

(3) For purposes of this paragraph, "moonlighting" shall be defined as an employee performing work covered by this Agreement for someone other than the Contractor by whom said employee is employed at less than the wage and benefit rates as provided for in this Agreement.

(c) Violations Of This Subsection

(1) In the event it is alleged that an employee covered by this Agreement or that a Contractor signatory to this Agreement has violated paragraphs 16.6(a) and/or 16.6(b), above, said allegation shall be processed as an Expedited Grievance to the State Joint Board. If the State Joint Board determines that a violation has in fact occurred, the violator shall be fined as follows:

First Offense fine of \$ 500
 Second Offense fine of \$1,000
 Third Offense And Thereafter ... fine of \$1,500

(2) In addition to the above fine, an employee violator may, under the provisions of Section 8 (Discipline Or Discharge) of this Agreement, also be subject to disciplinary action, including discharge, by the Contractor for whom such employee is working.

SECTION 17. TRANSPORTATION

(Applicable To All Islands In The State Of Hawaii)

17.1 Transportation

(a) An employee covered by this Agreement shall report to work at their scheduled starting point (either the Contractor's shop, permanent yard, or the job site as scheduled by and at the Contractor's option) and shall be ready to begin work at their scheduled starting time.

(b) For employees who are scheduled to report to a job site for which public transportation is not conveniently available (bus runs less often than once every thirty minutes during hours of going to and returning from work and discharges passengers more than 2,000 feet from the project), the Contractor will, as a convenience to said employees, provide suitable transportation from the Contractor's shop/permanent yard or other central convenient pickup points enroute to the job site

to those employees who wish to avail themselves of it. Such transportation will leave the Contractor's shop/permanent yard/pickup points in sufficient time to permit said transportation to arrive at the job site in time for employees to start work at their scheduled starting time.

- (c) Time traveled from the Contractor's shop/permanent yard/pickup points to the job site shall not be considered as time worked and shall not be included as part of the eight (8)-hour work day, except for the driver.
- (d) Transportation from the job site back to the Contractor's shop/permanent yard/pickup points will also be furnished by the Contractor to those employees who wish to avail themselves of it. Time traveled in returning to the Contractor's shop/permanent yard/pickup points will not be considered as time worked, nor shall it be included as part of the eight (8)-hour work day, except for the driver.
- (e) Time spent outside of his regularly scheduled eight (8)-hour workday by the driver of the Contractor's trucks and/or other vehicles used in providing the aforementioned transportation from the Contractor's shop/permanent yard/pickup points to the job site and from the job site back to the Contractor's shop/permanent yard/pickup points shall be paid for at said driver's applicable rate of pay. Such "driving time," however, shall not be considered as hours worked for purposes of making Contractor contributions to the various Trust and other Funds as provided for in this Agreement.
- (f) Employees who wish to avail themselves of the aforementioned transportation shall so notify the Contractor in sufficient time for said Contractor to make necessary arrangements.
- (g) If the Contractor does not provide suitable transportation pursuant to the provisions of paragraph (b), above, the employee or employees who drive their own vehicles to the job site will be entitled to a mileage allowance of thirty-six and one-half cents (36.5¢) per mile for miles traveled to the job site, computed from the employee's home or from the Contractor's permanent yard, whichever distance is shorter. If, during the term of this Agreement, the Internal Revenue Service (I.R.S.) increases the allowable mileage allowance above thirty-six and one-half cents (36.5¢) per mile, then the mileage allowance provided above shall be increased by the same amount as the I.R.S. increase effective as of the first Monday of the second month following the date on which I.R.S.'s announcement of the increase is published in the Federal Register.
- (h) Any question as to whether the Contractor is or is not meeting the requirements of this Section 17.1 (Transportation) shall be processed and determined through the grievance procedure as provided under Section 23 (Grievance Procedure And Arbitration).

17.2 Bad Road Transportation. At or within a job or project, where the access road to where the work is to be performed is unsuitable and no parking facilities are provided within a five (5)-minute walk to said work area, the Contractor will transport the employee from the parking area to and from where the work is being performed.

SECTION 18. PARKING EXPENSES

18.1 If there is no free parking available within 2,000 feet of said job site, then the Contractor shall reimburse employees at the lowest parking rate available within said 2,000 foot area, provided that the employee presents a signed and dated receipt for each parking expenditure. The Contractor, may, however, at his option, furnish transportation from a designated parking area where parking is free to and from the job site, rather than reimburse the employees for such parking expenditure.

18.2 In the event receipts are not available for parking expenses, the Union and the Contractor shall meet prior to the commencement of the project to work out alternative mutually agreed provisions to take care of parking expenses. It was also agreed that suitable parking means that employees should have appropriate ingress and egress from such parking when completing work.

SECTION 19. SUBSISTENCE AND TRAVEL

19.1 Subsistence And Travel

- (a) Where an employee is required by the Contractor to leave the island on which he/she resides to report to work on a Neighbor Island project, the Contractor will provide transportation to and from said island.
- (b) Employees shall be reimbursed for travel expenses as approved by the Contractor which are incidental to the trip.
- (c) If required by the Contractor to travel to and from a neighbor island and return within forty-eight (48) hours or less, the Contractor shall reimburse the employee for airport parking expenses when provided a receipt.
- (d) While traveling to and from said island on a regular workday, the employee will receive his/her regular straight time rate of pay not to exceed eight (8) hours in any one twenty-four (24)-hour period including time worked. If work is not provided for the employee at the time of arrival at his/her destination, he/she shall nevertheless be paid eight (8) straight time hours.
- (e) If required by the Contractor to travel to and from said Island on a non-work day, the employee shall receive a minimum of two (2) hours' pay at one and one-half times his/her regular straight time rate.
- (f) Transportation of any personal baggage (exclusive of tools required by the Contractor) in excess of the weight and size that is included in the normal fare shall be paid for by the employee, unless he/she receives express permission from the Contractor to take excess baggage.
- (g) If an employee is required to remain on the neighbor island for one (1) calendar week or less, the Contractor shall make arrangements to provide for meals and lodging of good quality (no more than two (2) persons to a room*) at facilities designated by the Contractor. The employee may, however, request to receive either a meal allowance or subsistence allowance in the same manner as specified in paragraphs 19.1(h)(2) and 19.1(h)(3), below, in lieu of the arrangements offered by the Contractor. If an employee wishes to exercise this option, the employee must indicate his/her choice

at the time he/she is notified of neighbor island travel and must sign an appropriate form. The determination of whether to provide meals and lodging or the applicable allowance rests with the Contractor.

(h) If the employee is required to remain on the neighbor island for more than one (1) calendar week, the Contractor shall, at his/her option, provide either of the following:

- (1) meals and lodging of good quality (no more than two [2] persons per room*), OR
- (2) lodging of good quality (no more than two [2] persons per room*) plus pay a meal allowance in the following amount:

Effective 9/3/07	\$33.00 per day
Effective 9/1/08	\$34.00 per day
Effective 8/31/09	\$35.00 per day
Effective 8/30/10	\$36.00 per day
Effective 8/29/11	\$37.00 per day

- (3) OR, pay a subsistence allowance in the following amount:

Effective 9/3/07	\$60.00 per day
Effective 9/1/08	\$62.00 per day
Effective 8/31/09	\$64.00 per day
Effective 8/30/10	\$66.00 per day
Effective 8/29/11	\$68.00 per day

***NOTE:** The term "room" as used in paragraphs 19.1(h)(1) and 19.1(h)(2), above shall NOT include the living room, but shall include an enclosed den which may be used by one employee provided it affords the same degree of privacy as a bedroom.

- (i) Except as provided in paragraph (i), immediately below, the employee may request to receive a subsistence allowance as specified in paragraph 19.1(g)(3), above, in lieu of meals and lodging to be provided by the Contractor. If an employee wishes to exercise this option, the employee must give the Contractor advance written notice. Once exercised, this option shall apply for the duration of the project unless changed with the consent of the Contractor.
- (j) Where a camp set-up which meets County and State Department Of Health standards is being made available, the employee must utilize those facilities. If the employee does not, he/she shall not be entitled to any meal allowance or subsistence allowance.
- (k) Meals and lodging or the applicable allowance, as the case may be, shall be provided for seven (7) days a week. The Contractor will ensure that payment is made in a timely manner to guarantee that the individual will not be required to make out of pocket payments; provided, however, that an employee who is absent from work without the approval of the Contractor shall pay the applicable subsistence allowance as specified above for the cost of his/her meals and lodging or shall have the applicable allowance deducted from his/her meal allowance pay or subsistence allowance pay, as the case may be, for each day of absence.
- (l) Meals and lodging or the applicable allowance, as the case may be, shall automatically cease in the event the employee refuses to work, or is suspended or dis-

charged for cause prior to the completion of the work project. If an employee is suspended or discharged for cause (including failure to pay union dues), the Contractor will not pay or reimburse the employee for his/her return transportation, and for the return travel time. Unless determined under the Grievance Procedure to have been a "constructive discharge," an employee who quits or otherwise refuses to work shall pay his/her own return transportation and shall also not be paid for return travel time.

- (m) In the event of death or serious illness or injury involving an employee's immediate family (spouse, child, brother, sister, parents, mother-in-law, or father-in-law), the Contractor shall pay for the cost of an employee's return transportation to his/her home island.
- (n) In the event an employee is injured or becomes ill and a duly-licensed medical physician certifies that said employee's condition requires that he/she be returned to his/her home island, the Contractor shall pay for the cost of said return transportation. This shall not apply, however, to an employee whose injury or illness is caused by his/her own misconduct while off duty.
- (o) This subsection shall not apply to bona fide residents of the Island on which the work is being performed.

19.2 Application Of Subsistence To Bonafide Residents Of Neighbor Islands Who Are Required By The Contractor To Live Away From Home On The Same Island

- (a) When an employee who is a bonafide resident of any Neighbor Island is required by the Contractor to live away from home elsewhere on the same Island for one (1) calendar week or less, the Contractor shall make arrangements to provide for meals and lodging of good quality (no more than two (2) persons to a room*) at facilities designated by the Contractor. The employee may, however, request to receive either a meal allowance or subsistence allowance in the same manner as specified in paragraphs 19.1(h)(2) and 19.1(h)(3), above, in lieu of the arrangements offered by the Contractor. If an employee wishes to exercise this option, the employee must indicate his/her choice at the time he/she is notified of the travel requirements and must sign an appropriate form. The determination of whether to provide meals and lodging or the applicable allowance rests with the Contractor.
- (b) If an employee who is a bonafide resident of any Neighbor Island is required by the Contractor to live away from home elsewhere on the same Island for more than one (1) calendar week, the Contractor, at his/her option, shall provide either of the following:
 - (1) meals and lodging of good quality (no more than two [2] persons per room*), OR
 - (2) lodging of good quality (no more than two [2] persons per room*) plus pay a meal allowance in the same amount as specified in paragraph 19.1(h)(2), above, OR
 - (3) pay a subsistence allowance in the same manner as specified in paragraph 19.1(h)(3), above.

***NOTE:** The term "room" as used in paragraphs 19.2(b)(1) and 19.2(b)(2), above, shall NOT include the living room,

but shall include an enclosed den which may be used by one employee provided it affords the same degree of privacy as a bedroom.

- (c) Except as provided in paragraph (d), immediately below, the employee may request to receive a subsistence allowance as specified in paragraph 19.1(h)(3), above, in lieu of meals and lodging to be provided by the Contractor. If an employee wishes to exercise this option, the employee must give the Contractor advance written notice. Once exercised, this option shall apply for the duration of the project unless changed with the consent of the Contractor.
- (d) Where a camp set-up which meets County and State Department of Health standards is being made available, the employee must utilize those facilities. If the employee does not, he/she shall not be entitled to any meal allowance or subsistence allowance.
- (e) Such meals and lodging or the applicable allowance, as the case may be, shall be provided for five (5) days a week, provided, however, that where said employee is required by the Contractor to work a six (6) or seven (7)-day workweek, said employee shall receive meals and lodging or the applicable allowance, as the case may be, for said six (6) or seven (7) days. Where the work is scheduled by the Contractor on the basis of four nine-hour days (Monday through Thursday) plus four hours on Friday, then meals and lodging or the applicable allowance, as the case may be, shall be provided for four (4) days (Monday through Thursday) plus fifty percent (50%) of the meal allowance amount specified in paragraphs 19.1(h)(2), above, to cover the employee's breakfast and lunch on Friday.
- (f) If the employee requires transportation in returning to and from home for the weekend, the Contractor will provide or arrange for said transportation.
- (g) An employee absent from work without the approval of the Contractor shall pay or shall have the applicable allowance deducted from his/her meal allowance pay or subsistence allowance pay, as the case may be, for each day of absence.
- (h) Such meals and lodging or the applicable allowance, as the case may be, shall automatically cease in the event the employee quits, refuses to work, or is suspended or discharged for cause prior to the completion of the work project.

SECTION 20. ACCESS TO COMPANY PREMISES

The Business Representative of the Union shall have access to the Contractor's job sites for purposes of investigating grievances that have arisen and ascertaining the Contractor's compliance with this Agreement. Such representatives shall make every reasonable effort to advise the project superintendent or such project superintendent's authorized representative of the Business Representative's presence on the project. Such visits shall be exercised reasonably and shall not interfere with the conduct of the Contractor's operations or cause employees to neglect their work. Contractors performing work on military bases or other secured areas are required to let the appropriate authorities know that Union agents may be visiting at any time and will attempt in writing to secure the required passes for the Union in advance.

SECTION 21. UNION STEWARD

21.1 For any given project of the Contractor, the Union may select from amongst the employees on said project, a Union Steward who shall be given reasonable time during regular working hours to contact employees covered by this Agreement who are employed on said project; provided, however, that time spent on steward activities shall be exercised reasonably, and shall not interfere with the conduct of the Contractor's operations or cause employees to neglect their work.

21.2 The Union shall give written notice to the Contractor of the name of the Union Steward.

21.3 Said Union Steward shall be allowed to attend and participate in grievance meetings held on the project on which he/she is working, and he/she shall suffer no loss of pay as a result of such participation.

21.4 It is specifically understood that said Union Steward shall not under any circumstances leave the project to which he/she has been assigned in order to perform his/her Steward duties.

21.5 The Contractor shall not discharge or discriminate against said Union Steward for presenting a grievance and shall not discipline or discriminate against said Union Steward for any other employee for giving evidence with respect to an alleged violation of this Agreement. When the Union Steward or any other employee alleges a violation of this Agreement, the complaint will be processed as provided under Section 23 (Grievance Procedure And Arbitration).

21.6 A Union Steward may not be laid off for lack of work as long as he/she is qualified to perform the work on the job, and as long as there is an employee below the rank of Working Foreman still employed by the Contractor.

21.7 Whenever overtime work is scheduled, the Union Steward, if any, on the project involved will be afforded the opportunity to be included in that work provided he/she is qualified to perform the work required.

21.8 In the event the Union Steward is to be laid off for lack of work, the Contractor shall notify the Union at least one (1) working day before the layoff is to be made.

21.9 Whenever any employee is discharged or laid off for any reason, the Contractor shall make every effort to notify the Union Steward of such employee action(s) by the end of the workday during which said layoff(s) and/or discharge(s) occur.

SECTION 22. STATE JOINT BOARD

22.1 Appointment Of Representatives

- (a) There is hereby established a State Joint Board (hereinafter referred to as "Joint Board" and/or "Board") to be composed of:
 - (1) five (5) persons appointed by the Union, and
 - (2) five (5) persons appointed by the Associations for and on behalf of the Contractors covered hereby.
- (b) Alternates may be selected by each of the appointing parties to serve when regular members are or will be absent.
- (c) **Qualifications of Representatives.** Persons appointed by the Union must be members in good standing of the

Union. Persons appointed by the Associations for and or on behalf of the Contractors shall consist of current and regular employees of the Contractors, retired employees of the Contractors, and/or the collective bargaining representatives of the Associations.

22.2 Scope and Authority

(a) The State Joint Board shall have the authority:

- (1) to review, hear, and make decisions on grievances submitted to the Board pursuant to the provisions of Section 23 (Grievance Procedure And Arbitration), and
- (2) to review and make recommendations with respect to problem areas or other matters of mutual concern that are referred to it, or which it takes upon its own volition, and
- (3) To impose a fine or other penalty (the amount of which shall, if not specifically set forth in this Agreement, be reasonably related to the nature and extent of the violation. In the event of a violation of Section 2. Coverage the Board may award wages and benefit payments to bargaining unit members who were denied work due to improper work assignment) on the Contractor, the Union, or any employee who was found to have violated the specific provisions listed below, unless the violation was caused by reasons beyond the control of the party found to be in violation.
 - [a] Grievances subject to an Expedited Hearing as listed in Section 23.3.
 - [b] Section 5.3 (Union Security) (i.e., failure by the Contractor to discharge employee for failure to pay Union dues).
 - [c] Sections 6.3 and 6.4 (Authorized Deductions) (i.e., failure on the part of a Contractor to make timely transmittal of amounts deducted for Union dues, initiation fees, assessments, and/or Credit Union payments as provided for under the aforesaid Sections 6.3 and 6.4).
 - [d] Violation of Section 2. Coverage (i.e., Improper assignment of work covered by this Agreement where the Board determines that the work is properly covered under this Agreement and the Contractor did not comply with the provisions of Section 2. Coverage.)

(b) It is specifically understood and agreed that all decisions and recommendations of the Joint Board shall be within the scope of this Agreement, and that said Joint Board shall not have authority to alter, amend, or modify the terms of this Agreement in any way. Should a problem area arise in which the Joint Board recommends that the Agreement be amended, said recommendation will be referred to the Union and the Associations for review and appropriate action.

22.3 Rules of Procedures. Except as herein provided, the Joint Board shall determine its own rules of procedure and all other details necessary to carry out the business for which it was appointed.

22.4 Quorum

(a) A quorum at any meeting of the Joint Board shall

consist of at least two (2) Union Board members and two (2) Contractor Board members. Unless a quorum is present, no business shall be transacted.

(b) The Board may act in writing without a meeting upon any matter which may properly come before it, provided such action has the affirmative concurrence in writing of at least three (3) Contractor Board members and three (3) Union Board members, and provided further that a copy of such written concurrence shall be forthwith mailed to each non-participating Board member.

22.5 Voting

- (a) A quorum being present, all matters coming before the Joint Board for consideration shall be decided by a majority vote of the Board members and/or Alternates present and eligible to vote. If any member of the Board requests it, said voting shall be conducted by secret ballot.
- (b) It is understood that the number of Board members eligible to vote shall be governed by the lesser number of Contractor or Union Board members present so that the total number of votes cast by the Contractor members may not exceed the total number of votes cast by the Union members and vice versa.

22.6 Right Of Board. The Board may summon, question, and examine any party to this Agreement, or their representatives or agents, in connection with any question or matter over which the Joint Board may act. The Joint Board may also have the books and accounts, including but not limited to all payroll and fringe benefit records, and any other business records of the Contractor relevant to the performance of work covered by this Agreement examined by an independent certified public accountant.

22.7 Revenue And Expenses

- (a) Any money collected by the State Joint Board by reason of the imposition of fines, assessments, or penalties shall be deposited in a bank account bearing the name of the State Joint Board Committee. Said funds shall be used to cover the expenses of the Committee; provided, however, that if no funds or insufficient funds are available, then each party shall bear the costs and expenses of its own representatives to the State Joint Board and all expenses which are incurred by the State Joint Board shall be divided equally between the parties.
- (b) The aforesaid bank account shall not exceed a balance of \$10,000. Any amount in excess of that shall be paid to the University of Hawaii Foundation and donated to the John A Burns General Scholarship Fund (Account No. 311).

22.8 Matter Involving Non-Association Contractor Signatory To This Agreement. In the event a matter is presented to the Joint Board involving a Contractor who is not a member of the Association, but who is signatory to this Agreement or its counterpart, then and in that event, such Contractor, upon receipt of notice by Certified Mail, may elect to designate one representative to serve as a member of the Joint Board in lieu of one of the regularly designated representative. Such Non-Association Contractor shall have the right to be present or to be repre-

sented at the meeting or meetings during which this matter is to be heard and shall have the right to present evidence and testimony on his/her behalf. In the event such Contractor fails or refuses to designate a representative to serve as a member of the Board or fails or refuses to appear at the scheduled meetings, then in that event the Joint Board, as regularly constituted, may proceed in the same manner as if the Contractor were present and represented as herein prescribed.

22.9 Limitation of Liability. No member of the State Joint Board shall be liable to anyone (including the parties hereto, any Contractor signatory to this Agreement, any employee covered by this Agreement, any other Unions or Associations, or any other person, firm, corporation, or other entity) as a result of decisions or acts made in the performance of said member's duty under this Agreement.

SECTION 23. GRIEVANCE PROCEDURE AND ARBITRATION

23.1 General Provisions

- (a) The term "grievance" as used in this Agreement shall mean:
 - (1) a complaint filed by the Union alleging a violation of a specific provision of this Agreement, and
 - (2) a complaint filed by any Contractor or by the Association (for itself or on behalf of any Contractor) alleging a violation of Section 7 (No Strike Or Lockout) or a refusal by the Union to refer employees to the Contractor in accordance with the provisions of Section 26.3 (Referral And Hiring Procedure).
- (b) Except for grievances which are subject to an Expedited Hearing (as provided for under Section 23.3, below), grievances shall be presented to the Contractor (or to the Union, as the case may be) allegedly at fault within twenty (20) working days after the alleged violation occurred or first became known to the grieving party; provided, however, that in cases of discharge, the grievance shall be submitted within ten (10) working days of the discharge. The time limit for grievances involving discharge shall not commence until such time as the Contractor provides a written reason for the discharge as provided in Section 8.3. Failure to so present the grievance shall be deemed as a waiver of remedy.
- (c) If, however, the grievance involves nonpayment or partial payment of wages and/or nonpayment or partial payment of amounts due under Section 19 (Subsistence And Travel) and such nonpayment or partial payment was not raised as a grievance by reason of the promise of the Contractor to make full payment at a later date but which promise was not fulfilled, then said grievance shall be recognized. A grievance involving the non-transmittal or partial transmittal of Union dues (including working dues), fees, or assessments under Section 6 (Authorized Deductions) shall also be recognized under this section outside the time period of Section 23.3(b) if the Contractor had promised to transmit the full amounts to the Union at a later date but such promise was not fulfilled; provided, however, that such grievance must be filed within six

(6) months from the time such promised transmittal was due.

- (d) By mutual agreement of the parties, any Step in the grievance procedure as hereinafter provided may be waived and/or any of the time limits within any Step may be extended. If there is no written agreement to extend the time limit of any Step of the grievance procedure and the Contractor fails to respond within the specified time limit, the remedy requested in the grievance shall be granted.
- (e) Pertinent and relevant information in the possession of any party to the grievance which is needed by the other party to investigate and process a grievance shall be accessible to the requesting party within three (3) working days of the request for such information. This section in no way limits or waives the Union's federal statutory rights to request and receive at any time information necessary for the administration of the collective bargaining agreement.
- (f) It is expressly understood that the retroactive application of remedies to Section 23.1(c) at any level of the Grievance Procedure shall not be limited to twenty (20) days.

23.2 Grievance Procedure. Except for grievances which are subject to an Expedited Hearing (as provided for in Section 23.3, below), the Union shall follow the procedure hereinafter set forth in submitting the grievance and having it investigated and the merits thereof determined:

- (a) **First Step (Job Site Supervisor).** A grievance shall first be presented to the Job Site Supervisor who has authority to review and adjust grievances.
- (b) **Second Step (Contractor's President/General Manager Or His/Her Authorized Representative).** If the matter is not settled through informal discussion between said Supervisor and the Union within three (3) working days after presentation to said Supervisor, the Union, if it wishes to pursue the grievance further, shall submit it to the Contractor's President/General Manager or his/her authorized representative. Such submittal must be made in writing no later than five (5) working days after expiration of the initial three (3) working day period as specified above. Such written submittal shall specify the nature of the grievance, the specific Section(s) or provision(s) of the Agreement allegedly violated, and the remedy being sought. A copy of said submittal shall be sent to the respective Association(s) c/o Hawaii Employers Council.
- (c) **Third Step (State Joint Board)**
 - (1) If the matter is not settled through informal discussion between the Union and the Contractor's President/General Manager (or his/her authorized representative) within five (5) working days after receipt by said President/General Manager (or his/her authorized representative) of the aforementioned written presentation, the Union, if it wishes to pursue the matter further, shall submit the grievance, as previously set forth in writing, to the State Joint Board. Such submittal to the State Joint Board must be made no later than five (5) working days after expiration of the five (5)-working day period as specified above in which the

Contractor's President/General Manager (or his/her authorized representative) has to review the grievance.

- (2) The State Joint Board shall convene within seven (7) working days after it receives the written submission of a grievance.
 - (3) In the event a member of the State Joint Board (or his/her Company) is a party to the grievance, he/she shall be replaced by an Alternate.
 - (4) The State Joint Board shall have three (3) working days from the date it convenes to arrive at a decision. Any decision made by the State Joint Board shall be reduced to writing and a copy thereof shall be transmitted to each of the parties involved. Any such decision shall be final and binding upon all parties and there shall be no right of appeal to that decision.
 - (5) If, however, the Board is unable to arrive at a majority decision within three (3) working days from the date it convenes, then the Union, if it wishes to pursue the grievance further, shall submit the grievance to arbitration as hereinafter provided. Notification of intent to present the grievance to arbitration must be made in writing within five (5) working days after receipt of the State Joint Board's report that it is unable to render a decision.
- (d) **Fourth Step (Arbitration)**

- (1) Within three (3) working days after receipt of the aforementioned written notification of intent to arbitrate, an authorized representative of the Association and an authorized representative of the Union shall confer to mutually select an Arbitrator. If the aforementioned representatives are unable to mutually agree on the name of an Arbitrator within the aforementioned three (3) working day period, then the Arbitrator shall be selected from amongst the following five (5) persons: Ted Tsukiyama, Ronald Brown, Louis L.C. Chang, Walter Ikeda, Michael Nauyokas and from that list, one Arbitrator shall be chosen as follows: the Union and the Association shall each strike two names from said list, each striking alternately, the first to strike to be determined by lot. The Arbitrator whose name remains shall serve in the case.
- (2) All decisions of the Arbitrator shall be limited expressly to the terms and provisions of this Agreement, and in no event may the terms and provisions of this Agreement be altered, amended, or modified by the Arbitrator. The Arbitrator shall receive for his/her services such remuneration as, from time to time, shall be acceptable to him/her and agreed upon by the parties. All decisions of the Arbitrator shall be in writing, and a copy thereof shall be submitted to each of the parties hereto. All fees and expenses of the Arbitrator shall be borne equally by the Union and the Contractor. Each party shall bear the expenses of the presentation of its own case.
- (3) All decisions of the Arbitrator under this Section shall be final and binding upon the parties.

- (4) The retroactive application of any remedy of the Arbitrator shall be limited to twenty (20) working days from the time the Contractor had notice of the grievance; provided, however, that in grievances involving the situation mentioned in paragraph 23.1(c), above, the Arbitrator is empowered to grant full restitution of unpaid amounts, subject, of course, to the applicable State of Hawaii Statute Of Limitations. In cases involving suspensions or discharge, if the Arbitrator finds that a discharge or suspension was not for just cause, such discharge or suspension may be set aside, reduced, or otherwise changed by the Arbitrator. If the penalty is set aside, reduced, or otherwise changed, the Arbitrator, may at his/her discretion, award back pay to compensate the employee, wholly or partially, for any wages (including Contractor payments to the various Trust and other Funds as provided in this Agreement) lost because of the discharge or suspension. If a back pay award is made, wages received from any other employment or any sums received as unemployment compensation while the discharge or suspension was in effect shall be deducted by the Arbitrator in determining the amount of the award.
- (5) The parties expressly agree that no outsiders or third parties (i.e., non-signatories to this Agreement) shall be allowed to participate in any Arbitration arising under this Agreement.

23.3 Grievances Subject To An Expedited Hearing

- (a) The following grievances are subject to an Expedited Hearing at the election of the grieving party:
 - (1) a complaint filed by the Union alleging a violation of Section 7 (No Strike Or Lockout), Section 26.3 (Referral And Hiring Procedure), or a Contractor using an alter-ego or other disguised, related entity (including but not limited to alter egos and single/joint employers) to avoid the obligations of this Agreement.
 - (2) a complaint filed by a Contractor or by the Association (for itself or on behalf of any Contractor) alleging a violation of Section 7 (No Strike Or Lockout) or a refusal by the Union to refer employees to the Contractor in accordance with the provisions of Section 26.3 (Referral And Hiring Procedure),
 - (3) a complaint alleging a violation of Section 11.1(b) (Saturday "make-up" day provision),
 - (4) a complaint alleging a violation of Section 16 (Working Rules), and
 - (5) a complaint alleging a violation of Section 25 (Subcontractors).
- (b) Grievances subject to an Expedited Hearing may, at the grieving party's option, be submitted directly to the State Joint Board. Such submittal to the State Joint Board shall be made in writing and must be submitted within twenty (20) working days after the alleged violation occurred or first became known to the grieving party. Said written submittal shall specify the nature of the grievance, the specific Section(s) or

provision(s) of the Agreement allegedly violated, and the remedy being sought.

- (c) The State Joint Board shall convene within two (2) working days after it receives the aforementioned written submittal, unless otherwise mutually agreed to in writing by both parties.

SECTION 24. JURISDICTIONAL DISPUTES

24.1 The parties hereto agree that there shall be no lock-out by the Contractor, nor any strike, stoppage of work, or slowdown on the part of the Union or its representatives or on the part of any employee covered by this Agreement over jurisdictional disputes.

24.2 A jurisdictional dispute over any work being performed or to be performed and involving any union, the Union, the Contractor, the Association, and the other union or unions involved shall be submitted in writing within twenty (20) working days after the alleged dispute occurred or first became known to either of the parties.

24.3 Within three (3) working days of this submission, the parties shall meet to amicably resolve the dispute.

24.4 If the parties aforementioned cannot or do not resolve said dispute within two (2) working days after the aforesaid meeting or if the parties fail to meet in the prescribed time, then the dispute will be sent to the International Presidents for resolution.

24.5 In the interim period during which the dispute is sought to be resolved, the work shall proceed as originally assigned by the Contractor and shall continue until a final settlement or adjudication is rendered. Should the dispute have the effect of slowing down or stopping any part of the Contractor's work, the Contractor shall be free to exercise any appropriate course of action (including the initiation of proceedings with the National Labor Relations Board) to settle the dispute and restrain those who are responsible for the job disruption and nothing in this Agreement or in this Section shall be deemed as a condition precedent to any such action that the Contractor would be lawfully entitled to take.

SECTION 25. SUBCONTRACTORS

25.1 **Subcontracting of Work Covered Under This Agreement**

- (a) **Definition of Subcontractor.** A subcontractor is any person, firm, corporation or other entity (other than an employee covered by this Agreement) who agrees orally or in writing to perform, or who in fact performs for or on behalf of a Contractor, or subcontractor of a Contractor any part or portion of the work covered by this Agreement.
- (b) **Application of this Agreement to Subcontractors Performing On-Site Work Covered By This Agreement**
- (1) **Compliance with this Agreement.** A Contractor signatory to this Agreement must subcontract all work covered by this Agreement (as set forth in Section 2. Coverage) to persons, firms, corporations, or other entities who are either signatory to this Agreement or to another collective bargaining agreement with this Union.

- (2) **Subcontractor Notification.** Contractors shall notify the Union in writing of all subcontractors on its jobs (including dollar amount of contract) by providing a detailed listing of all such subcontracts prior to the commencement of such work.

- (3) The Contractor's subcontract document(s) with such subcontractor shall state that the subcontractor agrees to be bound by and comply with all terms and provisions of this Agreement in the performance of his/her subcontract.

- (4) Any Contractor who complies with the requirement of paragraph (3), immediately above, shall not be liable or otherwise responsible for any delinquency by such subcontractor in the payment of the aforementioned contributions, if any, to the fund (to be determined at a later date) or for the payment of wages, employee benefit items, or any other financial obligation as may be incurred by the subcontractor in the performance of his/her subcontract.

- (5) In the event the Union questions compliance by a Contractor with the provisions of this section, the matter shall be processed under the provisions of Section 23.3 (Grievance Procedure and Arbitration) of this Agreement via an Expedited Hearing.

SECTION 26. HIRING AND REFERRAL PROCEDURE

26.1 Notification

- (a) **Notification of Hires.** The Union shall be promptly notified whenever an employee covered by this Agreement is hired. This notification may be accomplished either by return of a Contractor-signed copy of the Union's referral slip or by submission of a Confirmation of Hiring Form.

- (1) The Union shall be promptly notified whenever an employee covered by this Agreement is hired. This notification may be accomplished either by return of a Contractor-signed copy of the Union's referral slip or by submission of a Confirmation of Hiring Form.

- (2) In the event an employee is rehired by a Contractor, regardless of length of layoff, the Contractor shall provide the employee with a confirmation of Hiring Form, and shall not permit the employee to work without a copy of the Union's referral slip.

- (b) **Notification of Quits, Lay Offs, And Other Terminations.** The Contractor shall also notify the Union weekly of the names of those employees who have quit, been laid off or been terminated during the previous workweek. This notification shall be given by means of a standard notification form, a sample of which is attached hereto as Exhibit "E," or by other written means which provides the same information as that set forth in Exhibit "E."

- (c) **Notification To Neighbor Island Hiring And Referral Offices.** When a Contractor based on one Neighbor Island secures work on another Neighbor Island, said Contractor shall contact the Union's hiring and referral office which services that Island or area (i.e., Hilo or

Kona) to determine whether Journeymen and/or Apprentices are available who are qualified to do the work required. The Contractor reserves the right to accept or reject any of said persons who may be referred to him/her.

26.2 Referral Lists

(a) Each Union Referral Office shall establish and maintain separate Referral Lists for each of the following classifications:

- (1) Finish Carpenter
- (2) Form Carpenter
- (3) Framer/Rough Carpenter
- (4) Hardwood Floor Layer
- (5) Special Residential Carpenter
- (6) Millwright and Machine Erector
- (7) Scaffold Erector (14 ft. and over, from the ground up)
- (8) Piledriver/Sheetpiler/Caisson Driller
- (9) Pneumatic Nailer
- (10) Power Saw Operator (2 h.p. and over)
- (11) Transit And/Or Layout Man
- (12) Wood Shingler
- (13) Garage Door Installer
- (14) Diver/Underwater Construction Worker
- (15) Welder
- (16) Allied Worker

NOTE: The classifications of Drywall Installer and Lathers are NOT included in the above listing as these classifications are covered by separate collective bargaining Agreements.

- (b) The above-referred to Referral Lists shall be maintained on an Island-by-Island basis, except that separate lists shall also be established and maintained covering the towns (and surrounding areas) of Kona and Hilo.
- (c) Each of the above Referral Lists shall be established and maintained by the Union in accordance with criteria of the National Labor Relations Act, as amended, and other applicable Federal and/or State laws and regulations.

26.3 Referral And Hiring Procedure

(a) **Union As Sole And Exclusive Source Of Referral.** Except as provided in paragraphs (d) and (e), below, the Union shall be the sole and exclusive source of referral of applicants for employment.

(b) **Notice To Union Referral Office**

- (1) When a Contractor requires additional persons for work covered by this Agreement, such Contractor shall notify the Union Referral Office of the qualification of the person or persons required, as well as other pertinent information regarding the prospective employment. Whenever possible, this notice shall be given forty-eight hours in advance of the time the Contractor desires said person(s) to report for work.
- (2) When making requests to the Union for referrals, the Contractor may name persons who were formerly employed by him/her at any time within five (5) years before the date of the request, and if said persons are available for employment, the Union shall refer them to the Contractor.

(c) **Notice To Union Of Rejection.** It is understood that the Contractor has the right to hire or reject any applicant for employment as referred by the Union's Referral Office, except as otherwise prohibited by this Agreement or by law. So that the records of the Union's Referral Office may be complete, the Contractor shall immediately notify the Union of any rejection.

(d) **Loans And/Or Transfers.** If any Contractor desires to lend any of his/her permanent employees to another Contractor, he/she shall refer said employees to the Union, and the Union shall upon request from the latter Contractor, refer said employees to him/her.

(e) **If Union Referral Office Does Not Fill Contractor's Request Within Forty-Eight Hours**

(1) If the Union's Referral Office does not fill the Contractor's requirements from the Referral List applicable to the particular Island or area (Hilo or Kona) in which the work is to be performed within forty-eight hours after the Contractor's request is made, said Contractor may then secure employees directly from any other source of labor he/she desires, including loan or transfer from other Contractors.

(2) With respect to loaned or transferred employees, said Contractor shall give prompt written notice to the Union of the names of the loaned and/or transferred employees that he/she will be using.

(3) For all other directly secured employees, the following procedure which is applicable ONLY when the Union's Referral Office does not fill the Contractor's requirements within forty-eight hours after the Contractor's request is made shall be followed:

[a] The Contractor shall complete and sign a "Confirmation of Hiring Slip," prepared in duplicate, which shall be in a form as per Exhibit "D," attached hereto.

[b] On or before the date so hired, the employee shall take the Contractor—signed Confirmation of Hiring Slip to the Union Referral Office so that the date of his/her employment may be confirmed to the end that the Contractor's and said Referral Office records will be the same, and possible disputes with respect to rate of pay, union security, and other provisions of this Agreement thereby avoided. Upon such confirmation, one copy of said Slip shall be signed by an authorized representative of the union and returned to the employee for his/her return to the Contractor. In the event said employee cannot report to the Union's Referral Office on or before his/her date of hire because of emergency or where the requirements of the job make immediate commencement of work necessary, he/she shall report not later than his/her second day of work, unless other arrangements have been made with the Union.

[c] The Union guarantees that the employee so hired and referred shall be sent back to the Contractor without delay; provided, however, that the Contractor involved had notified the

Union of his requirements pursuant to paragraph 26.3(b) (Notice To Union Referral Office), above, and has otherwise adhered to the provisions of this Section 26.3 (Referral And Hiring Procedure).

(f) No Discrimination

- (1) The Referral and Hiring Procedure shall be operated on a non-discriminatory basis; and neither the Contractor nor the Union shall discriminate in favor of or against any applicant because of his/her membership or non-membership in the Union or because of activities on behalf of or in opposition to the Union or any other labor organizations. The provisions of this paragraph shall govern over any conflicting provisions or requirements of the Union's Constitution, By-Laws, and/or other rules of the Union; and the selection of applicants for referral to the Contractor shall not be based on, or in any way affected by, Union membership or by the Union's By-Laws, Constitutional provisions, or any other aspects or obligations of Union membership.
- (2) As specified by Federal and State laws, neither the Union nor any Contractor signatory hereto or covered hereby shall discriminate against any employee or applicant by reasons of race, color, religion, sex, national origin, age, disability, citizenship, ancestry, sexual orientation, marital status, arrest and court record, or for being a disabled veteran or a veteran of the Vietnam Era.

(g) Grievance Or Issues Of Fact Regarding These Procedures. Any individual aggrieved by the operation of these referral and hiring procedures, including any posted regulations subsequently adopted, and any Contractor who faces a question of fact as to whether said Contractor has violated or otherwise failed to adhere to these referral and hiring procedures shall have the right to submit said grievance or question thereof through either party hereto directly to the State Joint Board created in Section 23 (Grievance Procedure And Arbitration); provided such submission is made in writing within five (5) working days after the occurrence of the grievance. Said Board shall have full power to adjust the grievance and its decision thereon shall be final and binding upon the individual grievant, the Contractor, the Union, and all other parties hereto.

(h) Posting. The Contractor and the Union shall post copies of the above Referral and Hiring Procedure in places where notices to employees and applicants for employment are customarily posted. Regulations and procedures governing the operation of its Referral Offices shall also be posted by the Union.

(i) Post-Offer Employment Physicals

- (1) New applicants to Hawaii's Construction Industry may be required by the Contractor to take post-offer physical examinations as a prerequisite to employment. The cost of such examination shall be paid for by the Contractor.
- (2) Employees presently in the Industry do not have to

take a post-offer physical examination as a prerequisite to employment providing:

- [a] The employee has proof that he/she has taken a physical examination as provided under the Hawaii Carpenters Health and Welfare Plan within the year immediately preceding the date of referral. Such physical examination shall have been taken at a health care facility as designated or approved under the aforesaid Health & Welfare Plan and shall include an evaluation of job-related physical traits required in the trade.
 - [b] At the discretion of the Contractor, the employee may then be given a Form by the Contractor (a sample copy of which is attached hereto as Exhibit "F") to be completed by the examining physician which will certify that the employee does not have any physical condition which will preclude him/her from satisfactorily performing the work required. The post-offer questionnaire may also include inquiries regarding any injuries or illnesses of the employee since his/her last physical which may have an effect upon his/her ability to perform in his trade. The doctor shall evaluate the employee's statement. Such doctor's visit shall be paid for by the Contractor.
- (3) An applicant who has been employed within Hawaii's Construction Industry but who has not taken a physical examination within the year immediately preceding the date of referral may be required by the Contractor to secure such examination under the Hawaii Carpenters Health & Welfare Plan as a post-offer prerequisite for employment. If said applicant is not eligible for benefits under the Health & Welfare Plan, the cost of such Contractor-required physical examination shall be paid for by the Contractor.
 - (4) Contractors acknowledge their duty to assess the ability of any qualified disabled employees to perform the essential functions of the job and to make reasonable accommodation for qualified disabled employees.

SECTION 27. PRE-JOB CONFERENCE

27.1 Upon the request of either party, a Pre-Job Conference will be held prior to the start of work on any job or project where the estimated or agreed upon price to be paid to the Contractor for the job or project is \$5,000,000 or more.

27.2 All understandings reached at such Pre-Job Conference shall be within the scope and terms of this Agreement and shall be reduced to writing and signed by the Contractor and the Union.

SECTION 28. SUCCESSORS CLAUSE

28.1 The Association and any other person, firm, contractor, corporation or entity that becomes signatory to this Agreement promises that any of its operations covered by this Agreement shall not be sold, conveyed, in whole or in part, or otherwise transferred or assigned to any successor, alter ego or any other entity without first securing agree-

ment of the successor, alter ego or other entity to assume the obligations and terms and conditions under this Agreement. The terms and conditions of this Agreement shall apply to any entity created or interrelated with a signatory contractor if (1) such entity constitutes a single employer with the signatory contractor and the employees of such entity and the signatory employer constitute a single appropriate bargaining unit; or (2) such entity is an alter ego of the signatory contractor; or (3) such entity is created or interrelated with a signatory contractor with an intent to evade the terms and conditions of this Agreement.

28.2 Members of the Association and all other signatory contractors pledge strict adherence to principles, terms and conditions set forth in the above paragraph. Any violations of these principles, terms and conditions, set forth above, may be heard as a grievance before the State Joint Board. If the State Joint Board finds that a violation on the part of a Association member or signatory contractor has occurred, it may award monetary damages to the Union as well as other appropriate equitable remedies to resolve the grievance.

28.3 The Union agrees to defend, indemnify, and hold harmless the Associations and any covered employer from antitrust or NLRA liability arising out of litigation under this section.

SECTION 29. GENERAL SAVING CLAUSE

It is not the intent of either party hereto to violate any laws, rulings, or regulations of any Governmental authority or agency having jurisdiction of the subject matter or of this Agreement, and the parties hereto agree that in the event any provisions of this Agreement are finally held or determined to be illegal or void as being in contravention of any such laws, rulings, or regulations; nevertheless, the remainder of the Agreement shall remain in full force and effect, unless the parts so found to be void are wholly inseparable from the remaining portions of this Agreement. The parties agree that if and when any provisions of this Agreement are finally held or determined to be illegal or void, they will then promptly enter into negotiations concerning the substance thereof, it being understood that the provisions of Section 7 (No Strike Or Lockout), shall continue to remain in full force and effect.

SECTION 30. MOST FAVORED NATION CLAUSE

Should the Union at any time during the term of this Agreement enter into an agreement with any Contractor or Contractors Association covering work covered by this Agreement which provides terms and conditions more advantageous to such Contractor or to members of said Contractors Association, OR should the Union in the case of any Contractor which is bound to this form of Agree-

ment countenance a course of conduct by such Contractor enabling it to operate under more advantageous terms and conditions than is provided for in this Agreement, then any Contractor party to this Agreement shall be privileged to automatically adopt such advantageous terms and conditions.

SECTION 31. MODIFICATION OF AGREEMENT

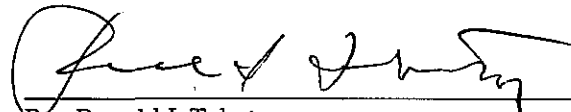
This Agreement shall not be modified except by written document signed by the parties hereto.

SECTION 32. REPRESENTATIONS

This document contains the entire agreement of the parties and neither party has made representations to the other which are not contained herein.

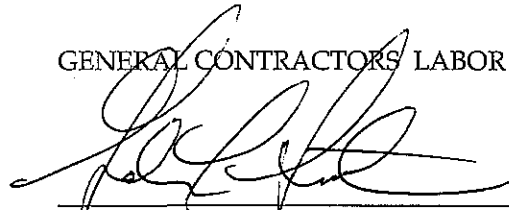
IN WITNESS WHEREOF, the parties hereto, through their duly authorized representative(s) have caused this Master Agreement to be executed on this _____ day of _____, 2007.

UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA, LOCAL 745



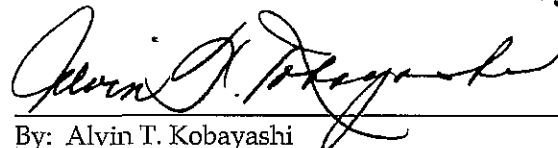
By: Ronald I. Taketa
Financial Secretary-Business Representative

GENERAL CONTRACTORS LABOR ASSOCIATION



By: Gordon L. Scruton
(Its President)

BUILDING INDUSTRY LABOR ASSOCIATION



By: Alvin T. Kobayashi
(Its President)

**MASTER AGREEMENT COVERING
CARPENTERS IN THE STATE OF HAWAII**

**EXHIBIT "A"
CLASSIFICATION AND MINIMUM HOURLY WAGE SCHEDULE**

	Effective 9/3/07	Effective 9/1/08	Effective 8/31/09	Effective 8/30/10	Effective 8/29/11
Foreman	\$36.45	\$37.70	\$38.95	\$40.20	\$41.45
Working Foreman	35.70	36.95	38.20	39.45	40.70
Journeyman Carpenter (Form/Framer/Rough/Finish)	34.95	36.20	37.45	38.70	39.95
Millwright and Machine Erector	35.20	36.45	37.70	38.95	40.20
Power Saw Operator (2 h.p. and over)	35.10	36.35	37.60	38.85	40.10

Wage Differentials

The following classifications shall be paid at an hourly wage calculated at the following differentials above the Journeyman Carpenter wage rate:

Foreman	\$ 1.50
Working Foreman	\$.75
Millwright and Machine Erector	\$.25
Power Saw Operator	\$.15

EXHIBIT "A-1"

MASTER AGREEMENT COVERING CARPENTERS IN THE STATE OF HAWAII
SCHEDULED WAGE & BENEFIT INCREASES

	Present	Effective 9/3/07	Effective 9/1/08	Effective 8/31/09	Effective 8/30/10	Effective 8/29/11	Total Increases
INCREASE		1.75	1.75	1.75	1.75	2.00	
Wage Rate (Journeyman)	\$33.95	(+1.00) 34.95	(+1.25) 36.20	(+1.25) 37.45	(+1.25) 38.70	(+1.25) 39.95	(+6.00)
Health and Welfare	5.57	(+.15) 5.72	(+.20) 5.92	(+.20) 6.12	(+.20) 6.32	(+.25) 6.57	(+1.00)
Future Retiree Medical	.88	.88	.88	.88	.88	.88	
Financial Security Fund	4.20	(+.20) 4.40	(+.30) 4.70	4.70	4.70	4.70	(+.50)
401(k)	1.50	1.50	1.50	1.50	1.50	1.50	
Vacation and Holiday Fund	5.00	(+.25) 5.25	5.25	5.25	5.25	5.25	(+.25)
Vacation Fund Admin Fee*	.05	.05	.05	.05	.05	.05	
Apprenticeship and Training	.81	(-.10) .71	.71	.71	.71	.71	(-.10)
Market Recovery Program	.53	(+.25) .78	.78	.78	.78	.78	(+.25)
Carpenters International Training Fund	.04	.04	.04	.04	.04	.04	
Carpenters Labor Management Education and Development Fund	.02	.02	.02	.02	.02	.02	
WAGE/FRINGE OPTION	---	---	---	.30	.30	.50	(+1.10)
TOTAL WAGES	\$52.55	(+1.75) \$54.30	(+1.75) \$56.05	(+1.75) \$57.80	(+1.75) \$59.55	(+2.00) \$61.55	(+9.00) \$61.55

*The Employer's contribution to the Vacation Fund Administration Fee is non-taxable.

WAGE/FRINGE OPTION. The Wage/Fringe Option shall be subject to allocation by the Union. However, Health & Welfare requirements shall have priority over other wage/benefit items in the allocation of the wage/fringe option. Also, the establishment for any new program(s) or fund(s) shall require mutual agreement between the parties.

**MASTER AGREEMENT COVERING
CARPENTERS IN THE STATE OF HAWAII**

**EXHIBIT "A-2"
APPRENTICE, DIVING AND DAVIS-BACON RATES**

A. CARPENTER APPRENTICE

1. Hourly Wage Rate

The hourly wage rate of a Carpenter Apprentice shall be as set forth in the following schedule:

1st Period Apprentice	1 to 1,000 hrs	40% of Journeyman's wage rate
2nd Period Apprentice	1,001 to 2,000 hrs	45% of Journeyman's wage rate
3rd Period Apprentice	2,001 to 3,000 hrs	50% of Journeyman's wage rate
4th Period Apprentice	3,001 to 4,000 hrs	60% of Journeyman's wage rate
5th Period Apprentice	4,001 to 5,000 hrs	70% of Journeyman's wage rate
6th Period Apprentice	5,001 to 6,000 hrs	80% of Journeyman's wage rate
7th Period Apprentice	6,001 to 7,000 hrs	90% of Journeyman's wage rate
8th Period Apprentice	7,001 to 8,000 hrs	95% of Journeyman's wage rate

B. TRUST FUND CONTRIBUTIONS FOR CARPENTER APPRENTICES INDENTURED BEFORE SEPTEMBER 1, 2002:

During an apprentice's first 1,000 hours of employment there will be no contributions to any Fund except for Health & Welfare and Vacation & Holiday Fund. Thereafter, all contributions shall be on the same basis as Journeymen.

C. TRUST FUND CONTRIBUTIONS FOR CARPENTER APPRENTICES INDENTURED AFTER SEPTEMBER 1, 2002:

During an apprentice's first 1,000 hours of employment there will be no contributions to any Fund except for Health & Welfare and Vacation & Holiday Fund. Thereafter, all contributions shall be on the same basis as Journeymen, except as provided below:

	Vacation & Holiday Trust Fund Contribution	401(k)	Financial Security Trust Fund Contribution	
			Effective 9/3/07	Effective 9/1/08
1st Period Apprentice - 40% of Journeyman's wage rate	1.25	0	0	0
2nd Period Apprentice - 45% of Journeyman's wage rate	1.25	1.50	0	0
3rd Period Apprentice - 50% of Journeyman's wage rate	2.25	1.50	1.20	1.50
4th Period Apprentice - 60% of Journeyman's wage rate	2.25	1.50	1.20	1.50
5th Period Apprentice - 70% of Journeyman's wage rate	3.25	1.50	2.20	2.50
6th Period Apprentice - 80% of Journeyman's wage rate	3.25	1.50	2.20	2.50
7th Period Apprentice - 90% of Journeyman's wage rate	4.25	1.50	3.20	3.50
8th Period Apprentice - 95% of Journeyman's wage rate	4.25	1.50	3.20	3.50

D. AQUA LUNG DIVING (Scuba Diver)

PER HOUR

	Eff. 9/3/07	Eff. 9/1/08	Eff. 8/31/09	Eff. 8/30/10	Eff. 8/29/11
1. Up to a depth of 30 feet	\$40.20*	\$41.45*	\$42.70*	\$43.95*	\$45.20*
2. Anything more than 30 feet ("Hard Hat" rate)	40.20**	41.45**	42.70**	43.95**	45.20**

(Furnishing of gear by Diver or by contractor to be at Contractor's option. If furnished and used by Diver, said Diver to receive \$35.00 per shift for use of said gear plus

* Plus a minimum payment when diving of \$100.00 per day

** Plus a minimum payment when diving of \$150.00 per dive. A "dive" shall mean eight hours, including dressing and undressing, regardless of how many times the diver comes to the surface.

the cost of refilling the Diver's tanks.)

The "optimum time" a diver may spend on the bottom at a specific depth is defined by the U.S. Navy Diving Manual.

E. DIVING OTHER THAN AQUA LUNG

1. General Provision

The provisions of this Exhibit, to the extent that they may differ from any specific provision as set forth in the main body of the Master Agreement Covering Carpenters In The State Of Hawaii, shall supersede and be controlling over such provision.

2. Coverage

(a) Geographical Area Covered

This Exhibit shall cover and apply to the State of Hawaii.

(b) Work Covered

This Exhibit shall cover and apply to all submarine diving and tending work of any type of the Contractor, including but not limited to the wrecking of ships, construction, reconstruction, repairing, inspecting, removing, rescuing, and recovering of all objects below the surface of the water which require the use of diving apparatus. The Contractor shall be the judge in deeming where diving is necessary.

3. Classifications And Rates Of Pay For Divers And Tenders

All work covered by this Exhibit and all equipment used in the performance of that work, regardless of when the work was bid or let, shall be performed and/or operated by employees who shall be obtained exclusively in accordance with the provisions of Section 26 (Referral and Hiring Procedure) of the Master Agreement Covering Carpenters In The State of Hawaii. Said employees shall be employed in the classifications and at the wage rates as set forth below.

	Eff. 9/3/07	Eff. 9/1/08	Eff. 8/31/09	Eff. 8/30/10	Eff. 8/29/11
(a) Tenders	\$35.25	\$36.50	\$37.75	\$39.00	\$40.25
(b) Divers	40.20*	41.45*	42.70*	43.95*	45.20*

*Plus a minimum payment for the Diver when diving of \$150.00 per dive. A "dive" shall mean eight hours, including dressing and undressing, regardless of how many times the Diver comes to the surface.

4. Diving Gear, Air Compressor, And Torch

The furnishing of diving gear, air compressor, and/or torch by the Diver or by the Contractor shall be at the Contractor's option. For each day that Diver-furnished diving gear, air compressor, and/or torch is used, the Diver shall receive the following rental rates:

Diving Gear	\$75.00 per day
Air Compressor	50.00 per day
Torch (Contractor to maintain said torch)	40.00 per day

5. Hours and Overtime

(a) Divers

- (1) Not less than eight hours at the applicable wage rate shall be paid to the Diver for the work performed (including standby) on any one shift, whether he dives or not, plus gear, torch, and compressor rental (if furnished and used), plus the minimum payment per dive if applicable.
- (2) Where or when a Diver is working on a regular shift, any overtime worked before or after his/her regular shift of eight hours shall be paid for at the rate of one-eighth of the daily diving rate (eight hours times the Diver's hourly wage rate plus the minimum per-dive payment, if applicable) times one and one-half for each overtime hour worked, reckoned by the hour and half-hour.
- (3) Any work performed by a Diver on Saturdays, Sundays, or on any of the holidays specified in Section 13 of the Master Agreement shall be paid for at not less than eight hours at one and one-half times the daily diving rate as defined in paragraph (b), immediately above, plus gear, torch, and compressor rental, if applicable.
- (4) Any work performed by a Diver between 3:30 p.m. and 7:00 a.m. (except overtime before or after a regular shift) on work other than shift work shall be paid for at not less than eight hours at two times the daily diving rate as defined in paragraph (b) above, plus gear, torch, and compressor rental, if applicable.
- (5) Shift work and payment therefor shall be in accordance with the Master Agreement.

(b) Tender

- (1) Not less than eight hours at the applicable wage rate shall be paid to the Tender for the work performed (including standby) on any one shift.
- (2) Any work performed by a Tender before or after his/her regular shift of eight hours shall be paid for at one and one-half times his/her regular straight time rate.
- (3) Any work performed by a Tender on Saturdays, Sundays, or on any of the holidays specified in Section 13 of

the Master Agreement shall be paid for at not less than eight hours at one and one-half times his/her regular straight time rate.

(4) Any work performed by a Tender between 3:30 p.m. and 7:00 a.m. (except overtime before or after a regular shift) on work other than shift work, shall be paid for at not less than eight hours at two times his/her regular straight time rate.

(5) Shift work and payment therefor shall be in accordance with the Master Agreement.

6. Working Rules

(a) Diving Crew

(1) A diving crew shall consist of not less than two employees: a Diver and a Tender.

(2) All Divers shall have the right to designate their own Tenders.

(3) While engaged in diving or decompression, the diving crew shall not perform any other work outside of actual diving, decompression, and care of gear.

(b) Tools

In all cases where a Diver is working, the Contractor shall furnish all underwater tools of the trade necessary to perform such underwater work except small tools such as wrenches, hammers, etc. There shall be no exceptions to this rule.

(c) No Piecework

No member of a diving crew shall be permitted to receive compensation on a piecework basis.

(d) "Straight-Through" Work

When a Diver or Tender is called upon to work straight through a job on a continuous basis, all consecutive hours worked beyond the first regularly established shift shall be paid for at the overtime rate. No Diver or Tender shall return to a straight-time pay basis under these circumstances until he/she shall have had eight consecutive hours of rest.

(e) Decompression

Double lock decompression chambers, adequately equipped and with compressor attached, shall be furnished by the Contractor and shall be available at all times for use on all dives below seventy-five feet. All time spent by Divers in decompression chambers and Tenders attending them therein shall be paid for as per paragraphs 5(a) and 5(b) above.

(f) Salary Employment

In cases where a Diver is employed on a semi-annual or annual basis, it shall be permissible for him/her to accept such employment as long as the monthly rate is not below the minimum wage of twenty times the daily diving rate per month, plus gear, torch, and compressor rental, if applicable.

7. Depth Money

On any dive exceeding fifty feet, the Diver shall, in addition to the amounts specified in paragraph 5(a) above, be paid the following amounts as "depth money":

50 feet to 100 feet

\$1.50 per foot in excess of 50 feet

100 feet to 150 feet

\$100.00 plus \$2.00 per foot in excess of 100 feet

150 feet to 200 feet

\$200.00 plus \$3.00 per foot in excess of 150 feet

Over 200 feet

The Diver shall have the right to designate his/her own rate, but in no case shall that rate be lower than the above-specified rate for depths of less than 200 feet.

8. Enclosed Work

(a) Able To Stand Erect

(1) When it is necessary for a Diver to enter any pipe, tunnel, or other enclosure in which he/she is able to stand erect, but in which there is no vertical ascent, said Diver shall, in addition to the amounts specified in paragraphs 5(a) and 7. above, receive a premium in accordance with the following schedule:

Distance Traveled From Entrance of Pipe, Tunnel or Other Enclosure	Amount of Premium
5 feet to 50 feet	\$ 5.00 per day

50 feet to 100 feet	7.50 per day
100 feet to 150 feet	12.50 per day

- (2) For distances in excess of 150 feet, the amount of premium paid to the Diver in the pipe, tunnel, or other enclosure shall be increased an additional \$7.50 for each succeeding 50 feet, and another Diver shall be stationed at the entrance to the pipe, tunnel, or other enclosure.

(b) Unable To Stand Erect

- (1) When it is necessary for a Diver to enter any pipe, tunnel, or other enclosure in which he is unable to stand erect and in which there is no vertical ascent, said Diver shall, in addition to the amounts specified in paragraphs 5(a) and 7. above, receive a premium in accordance with the following schedule:

Distance Traveled From Entrance of Pipe, Tunnel or Other Enclosure	Amount of Premium
5 feet to 50 feet	\$ 5.00 per day
50 feet to 100 feet	7.50 per day
100 feet to 150 feet	12.50 per day
150 feet to 200 feet	15.00 per day
200 feet to 300 feet	1.00 per foot
300 feet to 450 feet	1.50 per foot
450 feet to 600 feet	2.50 per foot

- (2) For distance greater than 150 feet, the Diver In Charge shall man the work with such additional Divers, Tenders, and equipment as may be required to assure the safety of the Diver.

9. Helium Oxygen Techniques

In the event that Contractors covered by this Exhibit wish to engage in work covered by this Exhibit utilizing helium oxygen techniques, the Union and the Association shall negotiate appropriate terms and conditions applicable to such work.

F. "DAVIS-BACON" PROJECTS

1. On all Federal, State and County projects, the Contractor shall only be required to pay the wage and benefit rates as set forth below:

- (a) For the first 36 months of a project as defined by the bid award (measured from the date of the start of actual construction).

The "regular" wage rates and contributions to the various Trust and Other Funds as set forth in this Agreement and in effect as of the date the project is bid. Provided, however, that Health and Welfare benefits and Retiree Medical credits identical to those provided other employees covered by this Agreement shall be provided to employees on "Davis Bacon" Projects.

In the event the State or County or Federal Government requires the payment of increased wages during the 36 months, the Contractor shall comply with such increased wages.

- (b) After the aforesaid 36-month period.

The then-current "regular" wage and benefit rates as set forth in this Agreement.

- (c) Extending beyond the 36-month period.

The 36-month period specified above may be extended on any given project, but only by mutual written agreement between the Union and the Contractor.

2. Notification To Union

The Contractor shall give appropriate written notice to the Union and to his/her employees regarding "Davis-Bacon" projects that he/she is awarded, setting forth pertinent information regarding the project and the wage/benefit rates which shall apply. This notification shall be given by means of a standard notification form, a sample copy of which is attached hereto as Exhibit "I" or by other written means which provides the same information as that set forth in said Exhibit.

3. Effective Date

This subsection E. ("Davis-Bacon" Projects) shall be effective as of (date of ratification) and shall apply to all government "Davis- Bacon" projects for which Prime Contractor quotations are submitted on or after that date.

EXHIBIT "B"

ASSIGNMENT OF WAGES TO COVER UNION INITIATION FEES AND WORKING DUES

NAME _____

SOCIAL SECURITY NO. _____

TO ALL SIGNATORY EMPLOYERS:

I assign to the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, LOCAL 745, out of my wages for Union initiation fees not more than \$ _____ and an amount for working dues as determined from time to time by the Union and approved by the members, and certified to you in writing by the Union, and I authorize the payment to the Union each month of the amount so deducted. This assignment shall supplement any assignment I previously signed and both assignments shall be subject to the following paragraph.

This assignment shall be irrevocable until one year from the date below, or until the termination of the applicable collective bargaining agreement (within the meaning of the Labor Management Relations Act, 1947), whichever occurs sooner, and shall be automatically renewed and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable collective bargaining agreement, whichever shall be shorter, unless at least ten days and not more than twenty days before the expiration of each period of one year or of each applicable collective bargaining agreement, whichever occurs sooner, I give written notice to the Employer of my desire to revoke the assignment. The Financial Secretary of Local 745 is authorized to deposit this authorization with any Employer under contract with Local 745, including any employer I formerly worked for and is further authorized to transfer this authorization to any Employer under contract with Local 745 in the event that I should change employment.

There shall be no obligation on the part of the Employer to make any deduction beyond the original term of the collective bargaining agreement existing on the date of this assignment, unless the agreement is extended or a new agreement has been negotiated containing an authorization for Union deduction as provided in the agreement existing at the date of this assignment.

Date _____

Employee's Signature _____

Receipt of the foregoing assignment is acknowledged by

Employer

Date _____ By _____

EXHIBIT "B-1"
ASSIGNMENT OF WAGES TO COVER UNION MONTHLY DUES

NAME _____

SOCIAL SECURITY NO. _____

TO ALL SIGNATORY EMPLOYERS:

I assign to the UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA, LOCAL 745, out of my wages supplemental dues (which are my monthly dues) as determined from time to time by the Union and approved by the members, and certified to you in writing by the Union, and I authorize the payment to the Union each month of the amount so deducted.

This assignment shall be irrevocable until one year from the date below, or until the termination of the applicable collective bargaining agreement (within the meaning of the Labor-Management Relations Act, 1947), whichever occurs sooner, and shall be automatically renewed and shall be irrevocable for successive periods of one year each or for the period of each succeeding applicable collective bargaining agreement, whichever shall be shorter, unless at least ten days and not more than twenty days before the expiration of each period of one year or of each applicable collective bargaining agreement, whichever occurs sooner, I give written notice to the Hawaii Benefit Administrators, Inc., 1199 Dillingham Boulevard, Suite 200, Honolulu, HI 96817, of my desire to revoke the assignment. The Financial Secretary of Local 745 is authorized to deposit this authorization with any Employer under contract with Local 745, including any employer I formerly worked for, and is further authorized to transfer this authorization to any Employer under contract with Local 745 in the event that I should change employment.

There shall be no obligation on the part of the Employer to make any deduction beyond the original term of the collective bargaining agreement existing on the date of this assignment, unless the agreement is extended or a new agreement has been negotiated containing an authorization for Union deduction as provided in the agreement existing at the date of this assignment.

Date _____

Employee's Signature

Receipt of the foregoing assignment is acknowledged by

Employer

Date _____ By _____

EXHIBIT "C"
ASSIGNMENT OF WAGES FOR CREDIT UNION PAYMENTS

Name: _____ Acct. No.: _____

Payroll No: Soc. Sec. No.: _____

CARPENTERS' LOCAL 745

CREDIT UNION

TO: PAYMASTER _____

I hereby authorize you to deduct the following amount from my pay:

[] each payroll period, OR [] _____

until further notice from me, and deposit same currently in the above named credit union.

Start [] Change [] \$

Date: _____ Effective Date

Signature of Employee: _____

EXHIBIT "D"
CONFIRMATION OF HIRING SLIP

TO: _____
(Union)

(Address)

This is to confirm that _____
(Name of Employee)

was hired by me on _____ as a _____
(Date Hired) (Classification)

at a wage rate of _____ per hour. He is to report for work at
_____ on _____ at _____ A.M.
(Job Location or Project) (Date) (Starting Time)

Contractor

Signature of Contractor's Representative

Date

ABOVE INFORMATION CONFIRMED BY:

Signature of Authorized Union Representative

Date

EXHIBIT "E"
NOTICE OF QUILTS, LAYOFFS, AND/OR TERMINATIONS

TO: United Brotherhood of Carpenters
 & Joiners of America, Local 745
 1311 Houghtailing Street
 Honolulu, Hawaii 96817

Our collective bargaining Agreement with you requires that we notify you on a weekly basis of the names of employees covered by that Agreement who have been laid off, or been terminated during the previous work week. In accordance with this provision, this is to officially notify you of the following:

 Name of Employee

 Social Security Number

 Date of Layoff

REASON FOR TERMINATION

PLEASE CHECK REASON

☐ Probationary Period ☐ Lack of Work ☐ Late Show Up ☐ Voluntary Quit
☐ Attendance Problem ☐ No Show ☐ Discharge for Cause ☐ Other

NEEDS FURTHER TRAINING IN:

☐ Finish Carpenter ☐ Scaffold Erector
☐ Form Carpenter ☐ Piledriver/Sheetpiler/Caisson Driller
☐ Framer/Rough Carpenter ☐ Pneumatic Nailer
☐ Metal Framer ☐ Transit And/Or Layout Man
☐ Hardwood Floor Layer ☐ Other _____
☐ Special Residential Carpenter

WOULD YOU REHIRE THIS EMPLOYEE WITH FURTHER TRAINING? ☐ YES ☐ NO

DID YOU DISCUSS REASON WITH EMPLOYEE? ☐ YES ☐ NO

OTHER: _____

 Contractor

 Signature of Authorized Representative

 PRINT: Name of Above Representative

 Telephone

EXHIBIT "F"
PHYSICAL QUALIFICATION QUESTIONNAIRE

NAME: _____ S.S. NO.: _____

ADDRESS: _____

TELEPHONE NO.: _____

Date of and medical facility where you took your most recent complete annual physical:

Name of physician who administered that examination:

I certify that I have not had any illness or injury since my last complete annual physical examination which would affect my ability to perform the work of my trade and job classification.

(Signature)

(Date)

PHYSICIAN'S EVALUATION

Applicant is:

_____ A. Medically suitable for position.

_____ B. Temporarily deferred:

_____ Pending correction treatment of medical problem.

_____ Additional medical information required.

_____ Further medical evaluation required.

Re-evaluation for hire on completion of above.

_____ C. Medically suitable for position with following limitations or accommodations:

_____ D. Medically unsuitable for position:

Date: _____ Physician's Signature: _____

EXHIBIT "G"
SUPPLEMENTARY APPRENTICE EMPLOYMENT PROCEDURES

- A. When a Joint Apprenticeship Committee has determined that its approved process of selection will not meet the goals and timetables prescribed in 29 CFR Part 30, 43 FR 20760 ff, May 12, 1978, or the requirement for additional women of the contractors it serves so they can meet their goals and timetables prescribed in 41 CFR Chapter 60, Part 60-4, 43 FR 1488 ff, April 7, 1978, then said Joint Apprenticeship Committee may supplement that selection process in the following manner:
1. Maintain an open and continuous application period for female applications.
 2. Promptly process such applications in accordance with the procedures and entrance qualification requirements of the regular apprenticeship program.
 3. Place applicants determined to be qualified into any apprenticeship openings then available.
 4. Refer qualified female applicants unplaced in the regular apprenticeship program to participating employers for employment as supplementary apprentices pending their enrollment by the Joint Apprenticeship Committee in the regular apprenticeship program. A Contractor may employ such qualified supplementary apprentices not in excess of the number required to achieve the goals and timetables requirements of 41 CFR 60-4,
 5. Time spent in the supplementary program must count the same as time in the regular apprenticeship program for attaining craft status.
 6. Women who transfer from the supplementary program to the regular program will have all time spent in the supplementary program count towards attaining craft status on the same basis as if the time had been spent in the regular program.
 7. Women who never transfer from the supplementary program will attain craft status upon completion of the same time period as required under the regular program, and
 8. Apprentice wages are increased based upon total time spent, regardless of whether it is in the regular or supplementary program or a combination of both.
- B. Supplementary apprentices shall be paid no less than a first term apprentice in the regular program and any earned incremental increase as if enrolled in the regular program. Supplementary apprentices shall be under the general supervision and instruction of a competent craft worker.
- C. Efforts should be made to recruit supplementary apprentices from work orientation, preparatory training, and/or CETA programs. The Joint Apprenticeship Committee shall continuously monitor and evaluate the supplementary apprentices during their employment and shall afford them priority consideration for available apprentice openings in the regular program consistent with the Joint Apprenticeship Committee's responsibility for maintaining a proper program. Such openings shall be offered in the chronological order in which first employed as a supplementary apprentice. Supplementary apprentices will be registered by the registration agency in the same manner apprentices in the regular program are registered and will be certified for Davis-Bacon purposes as bona-fide registered apprentices.

EXHIBIT "H"
PROJECT NOTIFICATION AND/OR NOTIFICATION OF SUBCONTRACTORS

TO: United Brotherhood Of Carpenters
& Joiners Of America, Local 745
1311 Houghtailing Street
Honolulu, Hawaii 96817

PROJECT NOTIFICATION
(For projects over \$100,000 and less than \$1,000,000)

This is to advise you that the project listed below has been contracted by us.

1. Name of Project: _____
 2. Location of Project: _____
 3. Amount of Contract Award: _____
 4. Scheduled / Anticipated Starting Date: _____
 5. Scheduled / Anticipated Completion Date: _____
-

SUBCONTRACTOR NOTIFICATION

1. Names of all non-union subcontractors working on the project (regardless of project value):
 - a. _____
 - b. _____
 - c. _____
 - d. _____
2. Name(s) of union subcontractor(s) working on project where the subcontractor amount is over \$100,00:
 - a. _____
 - b. _____
 - c. _____
 - d. _____

Contractor

Authorized Representative

Date _____

EXHIBIT "T"
NOTIFICATION REGARDING "DAVIS-BACON" PROJECT

TO: United Brotherhood of Carpenters
& Joiners Of America, Local 745
1311 Houghtailing Street
Honolulu, Hawaii 96817

This is to advise you that "Notice To Proceed" has been received by us for the following government "DAVIS-BACON" project:

- A. _____
Name Of Project
- B. _____
Location Of Project
- C. _____
Name Of Government Contracting Agency
- D. _____ E. \$ _____
Date Project Was Bid Amount Of Contract Award
- F. Date of "Notice To Proceed" Letter (**ATTACH COPY**): _____
- G. Scheduled/Anticipated Starting Date of Construction: _____
- H. Scheduled Anticipated Completion Date: _____
- I. The wage and benefit rates which shall apply to this project are set forth on the **ATTACHED PAGE 2** of this Notice.

A copy of this Notice shall be posted on our Company Bulletin Board or shall otherwise be distributed to our employees approximately two weeks prior to the actual commencement of work on this project.

Contractor

Signature of Authorized Representative of Contractor

PRINT: Name of Above Representative

Date _____

ATTACHMENTS (2)

Distribution

- Copy #1 — To Union
- Copy #2 — To be retained by Contractor
- Copy #3 — To General Contractors Labor Association
c/o Hawaii Employers Council
P.O. Box 29699
Honolulu, Hawaii 96820
OR
To Building Industry Labor Association
P.O. Box 17659
Honolulu, Hawaii 96817

NOTIFICATION REGARDING "DAVIS-BACON" PROJECT — PAGE 2

Name of Project

The wage and benefit rates which shall apply to the above project are those as set forth in the collective bargaining Agreement that were in effect on the date the project was bid, as follows:

1. Wage Rates

Foreman*	\$ _____	per hour
Working Foreman	\$ _____	per hour
Millwright and Machine Erector	\$ _____	per hour
Power Saw Operator (2 h.p. and over)	\$ _____	per hour

Journeyman Carpenter		
Hardwood Floor Layer		
Patent Scaffold Erector (14 ft. and over)		
Piledriver/Sheetpiler/Caisson Driller		
Pneumatic Nailer	\$ _____	per hour
Transit And/Or Layout Man		
Wood Shingler		
Garage Door Installer		
Diver/Underwater Construction Worker		
Welder		
Allied Worker		

Apprentice At the applicable percentage rate based on the above-specified Journeyman rate.

*Shall also work with the tools of the trade if required to do so by the Contractor.

2. Benefit Contributions

Health & Welfare Fund	\$ _____	per hour
Vacation & Holiday Fund	\$ _____	per hour
Apprenticeship & Training Fund	\$ _____	per hour
Financial Security Fund	\$ _____	per hour
Market Recovery Program	\$ _____	per hour
401(k)	\$ _____	per hour
Carpenters International Training Fund	\$ _____	per hour
Carpenters Labor Management Education and Development Fund	\$ _____	per hour
Industry Improvement Program	\$ _____	per hour
Contract Negotiation & Administration Fee	\$ _____	per hour

Contractor

EXHIBIT "J"
CERTIFICATION OF RECEIPT AND ACCEPTANCE
MASTER AGREEMENT COVERING CARPENTERS IN THE STATE OF HAWAII
AND DECLARATION OF TRUST AGREEMENTS APPURTENANT THERETO

THE UNDERSIGNED CONTRACTOR hereby acknowledges receipt of the following documents:

1. Master Agreement Covering CARPENTERS In The State of Hawaii effective to and including August 31, 2007; and amended and effective to and including August 31, 2012;
2. Hawaii Carpenters Training Fund Declaration of Trust Agreement as executed December 28, 1977, as amended;
3. Hawaii Carpenters Health & Welfare Fund Declaration of Trust Agreement as executed December 28, 1977, as amended;
4. Hawaii Carpenters Vacation & Holiday Fund Declaration of Trust Agreement as executed December 28, 1977, as amended;
5. Hawaii Carpenters Financial Security Fund Declaration of Trust Agreement as executed December 31, 1987;
6. Hawaii Carpenters Market Recovery Program Declaration of Trust Agreement as executed December 31, 1987;
7. Hawaii Carpenters 401(k) Declaration of Trust Agreement as executed November 27, 2002;
8. Carpenters International Training Trust Agreement as executed April 2, 1990;
9. Carpenters Labor Management Education and Development Trust Agreement as executed March 23, 2000;

and hereby certifies acceptance of all terms and conditions as contained in said documents, with all terms and conditions to be effective as of _____, 20 _____.

From and after the date, hereinabove set forth, the undersigned Contractor agrees to abide by all the terms and conditions in said Agreements and any amendments, modifications, changes, extensions, and renewals thereto. Any such amendments, modifications, changes, extensions, and renewals made to the Agreements hereafter shall become effective and shall remain in full force and effect only upon execution by the Union and the Association of an appropriate written document, a copy of which (or other notice of such changes) shall be mailed to the Contractor's last-known address.

UNITED BROTHERHOOD OF CARPENTERS AND
 JOINERS OF AMERICA, LOCAL 745

 Financial Secretary

 Contractor

 Authorized Signature

 Date of Signature

Contractor to sign 5 copies and mail (or deliver) all 5 copies to:

Carpenters Union, Local 745
 1311 Houghtailing Street
 Honolulu, Hawaii 96817

 Street Address of Above Contractor:

After Counter-signature by Union, Union will distribute copies as follows:

- Copy #1 — For Union
 Copy #2 — To Contractor
 Copy #3 — To Trust Fund Administrative Office
 Copy #4 — To General Contractors Labor Association
 c/o Hawaii Employers Council
 P.O. Box 29699
 Honolulu, Hawaii 96820

 Zip Code

 Mailing Address of Above Contractor:

OR
 To Building Industry Labor Association
 P.O. Box 17659
 Honolulu, Hawaii 96817

 Zip Code

- Copy #5 — To Hawaii Construction Industry Improvement Fund
 c/o Hawaii Benefit Administrators, Inc.
 1199 Dillingham Boulevard, Suite 200
 Honolulu, Hawaii 96817

ADDENDUM I
AGREEMENT COVERING DRUGS AND OTHER CONTROLLED SUBSTANCES
ON CONSTRUCTION JOB SITES IN THE STATE OF HAWAII

WITNESSETH

WHEREAS, the Union and the Company recognize that drug and alcohol abuse is a problem that affects many employees, and wish to address this problem;

WHEREAS, especially in the construction industry, an employee who is under the influence of illegal drugs or alcohol while at the workplace or is abusing controlled substances while at the workplace is a danger not only to himself or herself but to his or her fellow employees;

WHEREAS, the Union and the Company wish to make the workplace a better and safer place of employment by eliminating the danger that such employees create by being under the influence of drugs or alcohol at the workplace;

WHEREAS, such employees who are under the influence of drugs or alcohol have lower productivity than employees who are drug and alcohol free;

WHEREAS, the Union and the Company wish to have employees working at normal capacity, doing an honest day's work for an honest day's pay;

WHEREAS, the Union and the Company wish to comply with the Federal Law known as the "Drug-Free Workplace Act of 1988," Public Law 100-690 in order to obtain a drug-free workplace.

A. Prohibition Against Alcohol and Controlled Substances At the Workplace

1. Every employee who is employed by the Company who is covered by the Master Agreement is prohibited from unlawfully manufacturing, distributing, dispensing, possessing, using or being under the influence of a controlled substance or alcohol at the Company's workplace. Any employee who violates this prohibition shall be subject to immediate removal from the aforesaid workplace, as well as other disciplinary action, including discharge.

B. Use Of Over-The Counter Medications Or Medications Prescribed By A Licensed Physician

1. Use of over-the-counter medications or of a medication prescribed by a licensed physician in accordance with the physician's orders, is NOT prohibited; but to avoid an unwarranted accusation and/or other misunderstanding, the employee is required to report the fact that he is taking such medication to his Foreman and/or Supervisor, prior to commencing work at the workplace.
2. Any employee who is lawfully using a controlled substance at the workplace, i.e., taking prescription drugs in accordance with a doctor's order, while not subject to disciplinary action, may nevertheless be required to leave the workplace, if consumption of that medication presents a safety hazard or prevents him from being able to properly perform his work.

C. Education and Awareness Program

To complement and foster our Joint Company and Union Policy and Program of achieving a drug-free workforce and a alcohol-free workplace, the Company shall establish and implement a Drug Education And Awareness Program which shall include the following:

1. Dissemination of information to employees at least twice a year regarding the dangers of drugs in the workplace, the Company policy of maintaining a drug-free workplace; the penalties that may be imposed for drug or alcohol abuse violations; and any available substance counseling programs and services, substance abuse rehabilitation programs, employee assistance programs, and other community services that are available to those who have a drug or alcohol problem.

In connection with the above, employees will be encouraged to seek counseling and other assistance from these agencies on a self-referral basis if they feel they have a need for it. An employee who voluntarily seeks help and undergoes treatment for drug or alcohol abuse prior to being required to undergo testing will NOT be subject to disciplinary action because of admitted substance abuse, provided he or she thereafter remains drug and alcohol free after commencing treatment. Failure to remain drug or alcohol free shall be considered as that employee's First Offense and subject the employee to the actions set forth under paragraph G.1.(a), below.

2. Top Management and Supervisory employees will also be trained to assist in identifying and addressing the matter of unlawful use of alcohol or of a controlled substance by employees, including the making of referrals to appropriate agencies.

D. Pre-Employment Testing

1. Effective thirty (30) days after ratification of the Master Agreement, all current employees on the Contractors' payroll will not be required to undergo a pre-employment substance abuse test. However, an employee/applicant who has been laid off for thirty (30) calendar days or more or a new employee will be required to undergo a pre-employment substance abuse test as a condition of consideration of employment with the Company or prior to being approved to work at any Company facility or work area.
2. Pre-employment testing must be in place and such testing must actually be conducted before the Company can conduct Periodic and Random Testing.

E. Additional Considerations Applicable To Companies Regulated By The U.S. Department Of Transportation

In the event the Company is required to comply with U.S. Department of Transportation regulations regard-

ing workplace drug testing programs, the Company and the Union agree to comply with those regulations. It is understood and agreed that compliance with the U.S. Department of Transportation regulations shall include:

1. Pre-employment and post-accident testing of applicants and employees subject to U.S. Department of Transportation regulation;
2. Appointment of a Medical Review Officer who will be responsible for making the final decision to verify a positive test result after review of all relevant data on the testing and any explanations offered by the individual tested;
3. Prohibiting employees who are subject to U.S. Department of Transportation regulation and who have tested positive from returning to work unless they are released to return to work by the Medical Review Officer;
4. Requiring employees who are subject to U.S. Department of Transportation regulation and who have tested positive to undergo increased, unannounced testing for up to 60 months; and
5. Retention of all positive test results for 5 years and retention of all negative results for 12 months.

F. Immediate Removal From Job/Substance Abuse Testing

1. The Company shall have the authority to immediately remove any employee from the workplace and to require that employee to immediately undergo, at Company expense, drug or alcohol testing, in the manner set forth below, under the following circumstances:
 - (a) **For Cause.** When a reasonable, objective basis exists to believe that an employee has engaged in the unlawful use of or is under the influence of a controlled substance or alcohol at the workplace as evidenced by such factors as, but not limited to, the following:
 - (1) Unsafe work habits or practices that endanger the employee himself/herself and/or other employees;
 - (2) Abnormal work performance;
 - (3) Physical conditions and/or symptoms, such as unstable balance, alcohol on breath, glassy or reddened eyes;
 - (4) Frequent or unexplained absence from the workplace or job site during the employee's shift;
 - (5) Abnormal personal behavior and/or poor interpersonal relations on the job;
 - (6) Discovery of controlled substances, alcohol, or controlled substances paraphernalia at the work area or on the job site, in the possession of or immediate proximity of an employee; and/or
 - (7) Objective evidence of unlawful use of a controlled substance or unlawful sale of a controlled substance as provided by any Federal, State, or local enforcement agency.

In utilizing the foregoing criteria of a "reasonable, objective basis," the parties hereto expressly agree that the Federal or State Constitutional law standards of "probable cause" or "reasonable suspicion" are not applicable.

The Contractor shall complete the attached form (Appendix B) prior to sending an employee to be tested For Cause.

- (b) **Periodic Testing.** Periodic, routine or intermittent testing shall be conducted at different times and at different intervals for all employees on the project to determine the use of any illegal or unauthorized drug, alcohol or other substances prohibited by this policy.

Post-counseling/rehabilitation or return-to-work medical examinations may be required when an employee returns to work after a long illness, disabling injury, extended absence, reduction in force or as a result of a condition of reinstatement upon completion of a drug and alcohol treatment or counseling program.

As part of an annual physical the Company may require testing for those employees who are required to undergo medical examinations due to regulatory requirements of local, state or federal agencies (DOT, ICC, DOD, etc.).

- (c) **Random Testing.** Random Testing may be used at any time.

Workplace testing may be altered or changed whenever the employees' activities are regulated by either the Department of Transportation, Department of Defense or by contract with any other branch of government or private industry.

Random testing selection will be done on a fair and impartial basis as mutually agreed upon by the parties.

2. Urine samples will be taken only under the direction of a licensed physician designated by a Company-designated medical laboratory and the "Procedures For Medical Tests Of Urine Samples" as set forth in Appendix "A" as attached hereto shall be followed.
3. In addition, physicians and health care professionals who provide testing services for controlled substance and alcohol impairment shall adhere to the Code of Ethical Conduct For Physicians Providing Occupational Medical Services as adopted by the American Occupational Medical Association on July 23, 1976, as well as to the "Drug Screening In The Workplace Ethical Guidelines" as adopted by that same organization on July 25, 1986.
4. Refusal to sign an authorization to submit to a drug, controlled substance, or alcohol test, the refusal to undergo such a test, or the refusal to permit the physician or medical laboratory to provide the test results to the Company and Union shall constitute an act of insubordination. This

aforesaid insubordination shall be just and proper cause for discipline, including discharge. The penalty for this aforesaid insubordination shall be: (a) a two (2) week suspension from work without pay and without fringe benefits accruing, for the first act of this aforesaid insubordination; (b) a four (4) week suspension from work without pay and without fringe benefits accruing for the second act of this aforesaid insubordination; and (c) discharge from employment for the third act of this aforesaid insubordination.

5. An employee shall complete the "Consent For The Release Of Confidential Information" form as set forth in Appendix "C" prior to undergoing a substance abuse test. When an employee is tested, the employee, the Company and the Union shall be notified of the test results. Action against the employee shall be taken in accord with the disciplinary section herein if the employee's drug or alcohol test results are positive, as defined in Appendix "A" hereto.
6. The medical laboratory shall retain all positive specimens, in a frozen state, for twelve (12) months; all negative specimens for two (2) weeks. An employee shall have the right to have his or her sample as originally collected independently retested at his/her expense by a NIDA-certified laboratory. The employee must exercise this right within fourteen (14) days from the time of the original sample collection and the employee must select a laboratory among those listed in Appendix "D" to conduct such retesting. If the independent drug or alcohol retest results are not positive under the criteria set forth in Appendix "A": (a) the employee shall be put back to work immediately with reimbursement of full pay and benefits and with a rescission of any discipline imposed by reason of a positive drug or alcohol test result, along with an explanation for such rescission, and (b) the Company shall also reimburse the employee for the cost of the retest as paid for by the employee.

Where the employee believes that the positive test result is not due to unlawful use of alcohol or a controlled substance, but due to exposure to a workplace substance, or that the accuracy of the test result was confounded by a workplace substance, he/she shall have the right, at the Company's expense to have an independent laboratory designated by the Company evaluate the specimen by mass spectrometry or other state-of-the-art technology. If the evaluation indicates that the positive test result was due to a workplace substance, or that a workplace substance confounded the accuracy of the test: (a) the employee will be put back to work immediately with full back pay and benefits, and with a rescission of any discipline imposed along with an explanation for such rescission; and (b) the Company shall take immediate steps to insure that employees are not exposed to such substances at levels that may produce or cause such positive test results, or that may cause material impairment of health or functional capacity.

7. An employee who tests positive and is later allowed to return to work pursuant to paragraphs G.1(a) or (b), below, shall be subject to unannounced testing by the Company until two (2) subsequent consecutive tests of this nature are negative. Such tests shall be conducted within twelve (12) months after the employee returns to work, and in any event shall cease after the expiration of the aforesaid time period.

G. Schedule Of Disciplinary Actions

The manufacture, distribution, dispensation, possession, use of, or being under the influence of alcohol or a controlled substance by an employee, the manufacture, distribution, dispensation, possession or use of the paraphernalia of a controlled substance by an employee, or the attempt to engage in any of the foregoing by an employee, is prohibited at the Company's workplace. The violation of this aforesaid prohibition by an employee shall constitute just and proper cause for discipline, including but not limited to discharge, as defined in the Master Agreement, and as specified in this Addendum to the Master Agreement. In the event the employee engages in a separate act of misconduct, in addition to the violation of this Policy, (such as insubordination, fighting, etc.) or engages in conduct which results in physical injury or property damage, the employee may also be disciplined for such conduct or misconduct in addition to discipline for the drug or alcohol offense. Such discipline shall be in accord with principles of just and proper cause.

1. The following disciplinary actions shall be taken against an employee whose drug or alcohol test has a positive reading, as defined in Appendix "A" hereto, or who is guilty of using or being under the influence of a controlled substance or alcohol at the workplace, and hereinafter collectively referred to as an offense:

(a) First Offense

- (1) **Employee Option 1**—The employee shall be afforded the opportunity to enroll in a substance abuse assistance or rehabilitation program. If the employee enters such a program, his or her status as an employee will not be affected and he/she will be allowed to return to work and to continue to work as long as he/she remains drug free, as indicated by a negative drug or alcohol test result.
- (2) **Employee Option 2**—A first-offense employee who does not choose to enroll in a substance abuse assistance or rehabilitation program shall be suspended for the length of time it takes to obtain a negative reading from a subsequent drug or alcohol test but in any case, no less than a two (2)-week suspension. The employee must make arrangements with his or her Company prior to undergoing drug or alcohol retesting. Should a subsequent drug or alcohol test fail to produce a negative read-

ing within three (3) months after the first offense, then the employee shall be considered as having committed his or her second offense.

(b) **Second Offense** — A suspension from work for the time it takes to obtain a negative reading from any subsequent drug or alcohol test but in any case, no less than a four (4)-week suspension from work. The employee must make arrangements with his or her Company prior to undergoing drug or alcohol retesting. Should a subsequent test fail to produce a negative reading within two (2) months after the beginning of such suspension, then the employee will be discharged and will not be eligible for re-employment by the Company until such time as the physician or medical laboratory that conducted the original test submits verification of a negative reading having been obtained from said person.

(c) **Third Offense** — Any employee who tests positive for the third time will be discharged and will not be eligible for re-employment by the Company for a period of three years, unless the employee can establish through objective evidence that he or she is no longer a current alcohol or drug abuser whose current use of alcohol or drugs prevents such individual from doing his or her job, or would constitute a threat to property or the safety of others.

2. For purposes of administering this paragraph G (Schedule Of Disciplinary Actions), offenses shall be cumulative on an Company-wide basis. For example: An employee commits an offense while employed on Job A. Said employee is subsequently employed on Job B where he/she commits another offense. That offense shall be considered as his/her second offense.

H. Selling Of Controlled Substances

1. An employee who sells or attempts to sell a controlled substance and/or the paraphernalia of a controlled substance at the Company's workplace shall be immediately discharged from employment. In addition, any employee who engages in such conduct and is discharged for the same, shall not be eligible for re-employment by the Company.
2. Any such incidents shall also be reported to appropriate enforcement agencies.

I. Additional Considerations Applicable To Work On Federal Construction Projects

The following additional provisions shall apply only to employees who are employed by the Company on a work project that constitutes a procurement by the Federal Government or a Federal Agency of any property or services of a value of twenty-five thousand dollars (\$25,000.00) or more.

1. As a condition of employment, any employee convicted of a violation of a criminal drug statute for a violation occurring in the workplace must, as re-

quired by the Federal Drug-Free Workplace Act, notify the Company within five (5) days of that conviction. Failure to do so will subject the employee to disciplinary action, including discharge.

2. As required by the Federal Drug-Free Workplace Act, any employee who is convicted of a violation of a criminal drug statute occurring in the workplace shall be disciplined by the Company or shall be required by the Company to participate in an approved drug abuse assistance or rehabilitation program.
3. As required by the Federal Drug-Free Workplace Act, the Company must and will notify any Federal Contracting Agency on whose projects it is working of a workplace drug conviction within ten (10) days after receiving notice from the convicted employee or other official source of such conviction.
4. In compliance with the U.S. Department Of Defense Drug Free Workforce Clause (September 1988), any employee who has been granted access to secret or classified information — or whose position and work involves national security, health, or safety and/or a high degree of trust and confidence — will, at Company expense, be subject to testing for the unlawful use of controlled substances and alcohol.
5. The Company shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of any work or contract.

J. Controlled Substance

For purposes of this Addendum to the Master Agreement, a "controlled substance" is defined as: any drug listed in Schedules I through V of the Controlled Substances Act, at Section 202 thereof, 21 U.S.C., Section 812. These controlled substances include, but are not limited to, marijuana, cocaine, opiates, amphetamines and phencyclidine.

K. Application Of Grievance Procedure And Arbitration Provisions

Grievances of employees covered by the Master Agreement involving the application of the terms and conditions of employment set forth herein shall be subject to the Grievance Procedure And Arbitration Provisions as set forth in the Master Agreement, with the results thereof being final and binding.

L. Inclusion of Substance Abuse Treatment Benefits Under The Health & Welfare Plan

If not already include, the parties hereto will recommend to the Trustees that substance abuse treatment benefits be included under the jointly administered Health & Welfare Plan, created under Section 302 of the Taft-Hartley Act.

M. Apprenticeship Requirements

The parties hereto will also recommend that the passage of a drug test for unlawful use of controlled substances be a part of the eligibility requirements for entry into and indenture under the apprenticeship

Program maintained by the Company and the Union pursuant to a trust fund created under Section 302 of the Taft-Hartley Act.

N. Disclosure Of Information

1. The Company and the Union shall be required to disclose to one another any and all information in their possession that is necessary to enforce this Addendum to the Labor Agreement. The foregoing duty to disclose information is included herein in order for the Company and the Union to comply with their respective duties to bargain in good faith under Sections 8(a)(5) and 8(b)(3), respectively of the National Labor Relations Act, as amended.
2. The records maintained by the Company for its employee assistance program are confidential and protected by federal law and regulations. The Company cannot disclose information identifying an employee as a participant in its program except in the following limited circumstances:
 - (a) The employee-participants consent to the disclosure in writing as set forth in Appendix "E" attached hereto and made a part hereof;
 - (b) The disclosure is required by a court order;
 - (c) The information is necessary to meet a medical emergency involving the employee-participant; or
 - (d) The information is required by qualified personnel for research, audit or program evaluation.
3. The Company will provide each employee who participates in the employee assistance program with a written summary, as requested, of the federal law and regulations governing disclosure as set forth in Appendix "F" attached hereto and made a part hereof.
4. An employee's participation in the employee assistance program will not prohibit the Company and/or employee assistance program provider from reporting any crimes committed by the employee-participant either at the program or against any person who works for the program or from reporting any threats to commit such crimes, to the appropriate federal, state or local authorities.
5. An employee's participation in the employee assistance program will not prohibit the Company and/or employee assistance plan provider from reporting any information about suspected child abuse or neglect under state law to the appropriate state or local authorities.

O. Additional Definitions

As utilized herein, the following terms have the following meanings:

1. The term "conviction" means the finding of guilt (including a plea of nolo contendere or no contest) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of Federal or State criminal drug statutes;

2. The term "criminal drug statute" means a criminal statute involving manufacture, distribution, dispensation, use, or possession of any controlled substance;
3. The term "Federal Agency" means an agency as that term is defined in Section 552(f) of Title 5, United States Code;
4. The terms "unlawful use of a controlled substance," "illegal use of a controlled substance," or "illegal use of drugs" means the use, consumption or ingestion of any controlled substance under any circumstances except when directed by a physician or dentist;
5. The term "workplace" means any site for the performance of the work of the Company or any location where the employee may be during paid Company time or when the employee is under the care, control, and custody of the Company; and
6. The terms "drug" or "drugs" mean a controlled substance as defined herein.

P. Entire Agreement

This document contains the entire agreement and no other substance abuse testing shall be allowed unless by mutual written agreement between the parties.

APPENDIX A
PROCEDURES FOR MEDICAL TESTS OF URINE SAMPLES

Subject to the restrictions on medical tests contained in the foregoing Amendment to the Master Agreement, urine samples shall be handled in the following manner:

- A. Collection shall be by a physician or health care professional. The presence of a Union representative is not necessary when the collection of urine is made. Specimen containers shall be labelled with a number, and if the donor chooses, the donor's signature, and shall be closed with a tamper-proof seal initialled by the donor and collecting agent. The labelling shall be done in the employee's presence and in the presence of a Union representative if the employee chooses.
- B. The specimen number and identifying information on the donor shall be entered on a log and signed by the collecting technician in the presence of the employee — and in the presence of a Union representative if the employee chooses — and the employee shall initial the proper line on the log entry.
- C. The volume of each sample shall be such that sufficient amounts of urine will exist for both initial tests, confirmation tests and independent testing.
- D. Samples shall be stored in a scientifically acceptable manner.
- E. All handlers and couriers of the sample must complete entries and identify themselves on a proper chain of custody form.
- F. Confirmation tests in accordance with the Guidelines as established by the National Institute On Drug Abuse (NIDA) must be performed. After testing and confirmation testing, the facility must retain a sufficient portion of the sample for independent retesting and store that portion in a scientifically acceptable, preserved manner for the period of time as set forth in the Guidelines as issued from time to time by the National Institute On Drug Abuse (NIDA) — unless the donor/employee or the Union requests of the facility that it retain the sample for a longer period of time.
- G. Results of the testing shall be communicated in writing to the Company, Union and the donor/employee within seventy-two (72) hours after the results are determined. The laboratory may only report a positive drug or alcohol test result if the appropriate test indicates that the specimen contains levels of drugs or alcohol in excess of the following levels:
 1. Blood alcohol level in excess of the State of Hawaii Standard giving rise to a legal presumption of intoxication.
 2. Drug levels in excess of those levels as set forth in the Guidelines as established by the National Institute On Drug Abuse (NIDA).
- H. Information on test results and the fact that testing was done shall be kept confidential by the Company, Union, and tester, and shall be communicated only to those who must know the information in order to ensure safety at the workplace and enforce the terms and conditions set forth in the foregoing Amendment to the Master Agreement. Copies of all documents — including but not limited to test results, computer printouts, graphs, interpretations, and chain of custody forms shall — be delivered to the employee from whom the samples of the bodily fluids were taken.
- I. On the day that the sample is taken when tested For Cause, the Contractor shall send the employee home for the remainder of the day, and shall arrange transportation home for that employee and not allow the employee to drive home. The employee shall not be allowed to return to work until his or her test results are known.
- J. As utilized herein, the terms "drugs" or "drug" mean a controlled substance as defined in the foregoing Addendum to the Master Agreement. As utilized herein, the term "alcohol" has the same meaning that is set forth in the foregoing Addendum to the Master Agreement.

**APPENDIX B
SUBSTANCE ABUSE TESTING**

TYPE: _____

LOCATION CODE: _____

SUBSTANCE ABUSE TESTING

TO: _____ DATE: _____

POSITION: _____ DEPT/PROJECT: _____

1. As an employee, you are ordered to be tested for substance abuse in accordance with Company policy and procedures, based on reasonable suspicion.
2. An appointment has been made for you to be tested at:

Date: _____

Time: _____

3. You will be escorted to the collection site by a Company official or representative. You will be provided transportation to the collection site and provided transportation to your residence upon completion of the specimen collection. Any costs accrued for transportation will be paid by the Company.
4. You will be required to sign a form voluntarily consenting to submit to testing, to provide specimen(s) as part of testing and to release the test results to the Company and its medical review officer. Failure to sign this form shall result in disciplinary action as set forth in the program and procedures for disciplinary action.
5. You are hereby placed on indefinite suspension without pay pending the results of the substance abuse test. If the results are negative, you will be returned to work immediately and reimbursed for all lost time, and no record of the testing or indefinite suspension will be placed in your personnel file.

All substance abuse testing required by the Company will be in accordance with any applicable local, federal and state laws or regulations.

Unless you are advised otherwise in writing by the Company, substance abuse testing for cause shall be for the presence of alcohol in the system or for the following substances of abuse: marijuana, cocaine, amphetamines, opiates and phencyclidine.

You are advised that over-the-counter medications or prescribed drugs may result in a positive test result. For this reason, the Company's Medical Review Officer may need my assistance in identifying which medications or drugs I may be taking at the present time and may have taken within the past thirty (30) days to ensure accuracy of testing results.

I would like to voluntarily disclose that I am currently taking the medication listed below:

***Please take a picture ID with you for identification at the time of testing.**

If you have any questions, please contact the undersigned. Failure to undergo substance abuse testing as required by the Company may result in disciplinary action.

 Director of Environmental Safety and Health,
 Personnel Manager, or designee

cc: Medical Review Officer

APPENDIX C
CONSENT FOR THE RELEASE OF CONFIDENTIAL INFORMATION

I, _____, authorize _____ to
 (Name of patient) (Name of Testing Facility)
 disclose to _____ information
 (Name of Employer and Name of Union)

regarding the result of any substance abuse test taken by me under the Agreement covering Drugs and Other Controlled Substances on Construction Job sites in the State of Hawaii (the "Agreement"). The purpose of the disclosure authorized herein is to determine whether I have complied with the provision of the Agreement.

I understand that my records are protected under the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, and cannot be disclosed without my written consent unless otherwise provided for in the regulations. I also understand that I may revoke this consent at any time except to the extent (that action has been taken in reliance on it, and that in any event) this consent expires automatically upon my termination from employment with the above-referenced employer.

 Signature of patient

 Date

**APPENDIX D
COLLECTION STATIONS FOR DRUG TESTING**

Location**Contact Person**

Straub Occupational Health Services
848 S. Beretania Street
Honolulu, Hawaii 96814

Dr. Michael Kusaka (MRO)
Phone: 522-3813

Reliable Drug Testing Services, Inc.
1524 Ala Puumalu Street
Honolulu, Hawaii 96818-1547

Kalfreda Mae Wataoka
Phone: 833-5973

Concentra Medical Centers
545 Ohohia Street
Honolulu, Hawaii 96819

Dr. Ronald Kienitz (DO)
Phone: 831-3000

Clinical Labs of Hawaii
33 Lanihuli Street
Hilo, Hawaii 96720

Adrian Mangiboyat
Phone: 961-4708
Fax: 935-2518
HILO

Kona Hospital Laboratory
P.O. Box 69
Kealahakua, Hawaii 96750
(Basement Level)

Laura Kaiwi-Machen
Phone: 326-1026
KONA

Maui Memorial Hospital
221 Mahalani Street
Wailuku, Hawaii 96793

Wade Hiraga (after hours)
Phone: 242-2064
MAUI

Clinical Labs of Hawaii
1831 Wili Pa Loop
Wailuku, Hawaii 96793

Alison Horie
Phone: 244-5567
MAUI

Wilcox Memorial Hospital
Laboratory
3420 Kuhio Highway
Lihue, Hawaii 96766

Rolinda Deyro
Phone: 245-1088
Charlene Oshiro
Phone: 245-1087
KAUAI

Any facility that adheres to the Standard of Substance Abuse Testing established by the Department of Health and Human Services (DHHS) and Substance Abuse and Mental Health Services Administration ("SAMHSA") as set forth in 49 CFR Part 40 or Hawaii Revised Statutes 329 B-4, 5 and 6 may be used as a collection station for Substance Abuse Testing.

APPENDIX E
WRITTEN CONSENT FOR DISCLOSURE OF INFORMATION
CONTAINED IN THE COMPANY'S RECORDS CONCERNING PARTICIPATION
IN EMPLOYEE ASSISTANCE PROGRAM FOR ALCOHOL OR DRUG ABUSE

I, _____ request/authorize
(Name of employee-patient)

_____ to disclose to _____
(Name of Company) (Name of party to receive information)

the following information: _____

for the limited purpose of _____

I understand that this consent is subject to revocation at any time to the extent that the employer has already disclosed such information in reliance upon this consent form. If not previously revoked, this consent will terminate upon _____

(Specific date, event or condition)

Signature of Employee

Date signed

Original to employee's file.

APPENDIX F
MEMORANDUM

TO: _____

FROM: _____
(Name of Company)

DATE: _____

RE: CONFIDENTIALITY OF ALCOHOL AND DRUG ABUSE PATIENT RECORDS.

The records maintained by _____
(Name of Company)

("the Company") in relation to its employee assistance program for alcohol or drug abuse are protected by federal law and regulations.

The Company cannot disclose information identifying you as a patient or participant in such program except in the following limited circumstances:

1. You (the participant) have consented in writing;
2. The disclosure is required by a court order;
3. The information is necessary to meet a medical emergency involving you;
4. The information is required by qualified personnel or research, audit or program evaluation.

Violation of the federal law and regulations by a program is a crime. Suspected violations may be reported to appropriate authorities in accordance with federal regulations.

Federal law and regulations do not protect any information about a crime committed by a patient either at the program or against any person who works for the program or about any threat to commit such a crime.

Federal laws and regulations do not protect any information about suspected child abuse or neglect from being reported under state law to appropriate state or local authorities.

Original to employee's file.

**ADDENDUM II
SUBCOMMITTEES**

Training. A subcommittee made up of representatives of the Union and the Association shall meet to develop training for certification and other mandatory training, to be coordinated by the Training office.

All Around Carpenter. A subcommittee made up of representatives of the Union and the Association shall meet to discuss the job description, referral procedure and wage differential for the classification of "All Around Carpenter."

A subcommittee made up of representatives of the Union and the Association shall meet to discuss new forms of "bundled" multi-year government contracts, such as Multiple Award Construction Projects, Indefinite Delivery Indefinite Quantity, and others.

A subcommittee made up of representatives of the Union and the Association shall meet to discuss incentives for post-offer drug tests being taken by employees only when he or she has reason to believe there will be no positive test result and to discuss industry-wide standards for positive readings.

**ADDENDUM III
RESIDENTIAL MARKET RECOVERY PROGRAM**

The terms and conditions for the Residential Market Recovery Program are covered under the Amendment of Agreement to the Master Agreement Covering Carpenters in the State of Hawaii executed on March 6, 2001.

- (a) Notwithstanding contributions the Hawaii Carpenters Health and Welfare Fund in an amount less than on behalf of other employees covered by this Agreement, identical Health and Welfare benefits shall be provided to employees covered by this Addendum. The rate of Health and Welfare contributions shall be determined no more than once per year in consideration of rates prepared by the appropriate consultant to the Hawaii Carpenters Health and Welfare Trust Fund.
- (b) Effective August 31, 2007, the Union shall have the right to reopen Addendum III, with the right to strike, for the purpose of negotiating increases and/or redistribution of wages and Contractor payments for employee benefits.

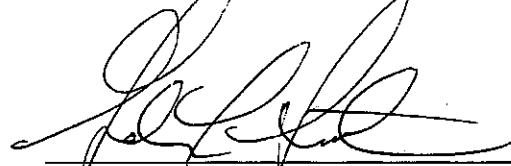
LETTER OF UNDERSTANDING

_____, 2007
Carpenters Union Local 745
1311 Houghtailing Street
Honolulu, Hawaii 96817
Attention: Ronald I. Taketa

Gentlemen:

In the event the Carpenters International Union merges with any other International Union, the parties shall meet to negotiate how to best incorporate the provisions of the merged unions' collective bargaining agreements.

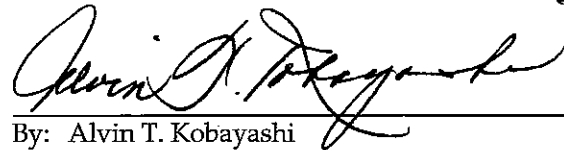
Very truly yours,
GENERAL CONTRACTORS LABOR ASSOCIATION



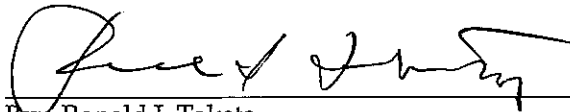
By: Gordon L. Scruton
Its President

Understood and Agreed:
UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA,
LOCAL 745

BUILDING INDUSTRY LABOR ASSOCIATION



By: Alvin T. Kobayashi
Its President



By: Ronald I. Taketa
Its Financial Secretary-Business Representative

Hawaii Carpenters Union
Local 745

1311 Houghtailing Street
Honolulu, Hawaii 96817

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